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

Lori A. Shilbinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
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June 15, 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 **Retroactive** amendments to existing contracts with the vendors listed below in bold for the continued provision of the Emergency Solutions Grant Services by extending the completion dates from June 30, 2021 to December 31, 2021 effective retroactive to July 1, 2021, upon Governor and Council approval with no change to the total price limitation of \$3,781,462. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Community Action Program Belknap and Merrimack Counties Inc. Concord, NH	177203-B003	Belknap and Merrimack Counties	\$478,747	\$0	\$478,747	O: 6/29/16, #16 A1: 6/20/18, #41 A2: 5/20/20, #10
Community Action Partnership of Strafford County Dover, NH	177200-B004	Rockingham and Strafford Counties	\$373,895	\$0	\$373,895	O: 6/29/16, #16 A1: 6/20/18, #41
Easter Seals New Hampshire Manchester, NH	177204-B005	Statewide	\$461,113	\$0	\$461,113	O: 6/29/16, #16 A1: 3/21/18, #9A
Southern New Hampshire Services Manchester, NH	177198-B006	Rockingham County	\$373,895	\$0	\$373,895	O: 6/29/16, #16 A1: 6/20/18, #41
Southwestern Community Services Keene, NH	177511-P001	Counties of: Cheshire, Sullivan, Grafton, Carroll and Coos	\$897,348	\$0	\$897,348	O: 6/29/16, #16 A1: 6/20/18, #41

The Front Door Agency Nashua, NH	156244-B001	Greater Nashua Area	\$598,232	\$0	\$598,232	O: 6/29/16, #16 A1: 6/20/18, #41
The Way Home, Inc. Manchester, NH	166673-B009	Hillsborough County	\$373,895	\$0	\$373,895	O: 6/29/16 #16 A1: 6/20/18 #41
Tri County Community Action Program, Inc. Berlin, NH	177195-B009	Counties of Grafton, Carroll and Coos	\$224,337	\$0	\$224,337	O: 6/20/18 #41
Total:			\$3,781,462	\$0	\$3,781,462	

Funds are anticipated to be available in the following accounts for 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 and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time to prevent the current contracts from expiring prior to Governor and Council approval. Federal regulations allow 2 years to expend the Emergency Solutions Grant funding. The Department is currently pursuing a new procurement for these services in 2022. The extension will allow the vendors to leverage the Emergency Solutions Grant funds with other rental assistance funds that came into NH through the American Rescue Plan. Emergency Solutions Grant funding can fund supportive services to households experiencing homelessness or who are at risk of homelessness, who may be receiving rental assistance through the American Rescue Plan.

The Department is not extending the contract for The Way Home, Inc. because Easter Seals New Hampshire shall be acquiring The Way Home, Inc. and any future delivery of services and/or funding on their behalf effective July 1, 2021.

The purpose of this request is for the continuation of Emergency Solutions Grant Program services to individuals who are homeless or at risk of becoming homeless. Services include interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families from becoming homeless and assist individuals who are currently homeless to regain housing.

The population served are individuals or families who are homeless or are at risk of becoming homeless. Approximately 150 individuals will be served from July 1, 2021 to December 31, 2021.

These vendors assist individuals or families to achieve housing stability through housing stability case management services which address homeless prevention, rapid re-housing and housing relocation, and stabilization services. Services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing

stability for a participant and or household currently residing in permanent housing, or to assist a participant and or household in overcoming immediate barriers to obtaining housing.

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

- *Reduce the length of time program participants spend homeless.* For a program to meet this performance benchmark, households served by the program should move into permanent housing in an average of 30 days or less.
- *Permanent housing success rates.* For a program to meet this performance benchmark, at least 80 percent of households that exit a rapid re-housing program should exit to permanent housing.
- *Returns to Homelessness.* For a program to meet this performance benchmark, at least 85 percent of households that exit a rapid re-housing program to permanent housing should not become homeless again within a year.

Should the Governor and Executive Council not authorize this request, individuals and/or households may not receive interventions that have a direct and positive impact on housing stability which may increase the risk of homelessness or unsafe living arrangements. Without such services individuals may not receive rental assistance, utility payments and case management assistance in order to overcome immediate barriers to obtaining housing. Additionally, without the Housing Relocation and Stabilization services individuals may not have the opportunity to remain stably housed through effective case management. Individuals may not have referrals to life skill training such as budgeting and resume writing classes, job search assistance and interview skills training.

Area served: Statewide

Source of Funds: 100% Federal Funds CFDA #14.321, FAIN # E-20-DC-33-0001

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM
100% Federal Funds**

Community Action Program Belknap and Merrimack Counties Inc.

177203-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	42309311	\$74,779.00	\$0.00	\$74,779.00
2018	102-500731	Contracts for Program Services	42309315	\$74,779.00	\$0.00	\$74,779.00
2019	102-500731	Contracts for Program Services	42309319	\$104,779.00	\$0.00	\$104,779.00
2020	102-500731	Contracts for Program Services	Multiple	\$114,774.00	\$0.00	\$104,779.00
2021	102-500731	Contracts for Program Services	Multiple	\$109,636.00	\$0.00	\$109,636.00
		Sub Total		\$478,747.00	\$0.00	\$478,747.00

Community Action Partnership of Strafford County

177200-B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	42309311	\$74,779.00	\$0.00	\$74,779.00
2018	102-500731	Contracts for Program Services	42309315	\$74,779.00	\$0.00	\$74,779.00
2019	102-500731	Contracts for Program Services	42309319	\$74,779.00	\$0.00	\$74,779.00
2020	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
2021	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
		Sub Total		\$373,895.00	\$0.00	\$373,895.00

Easter Seals New Hampshire

177204-B005

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
2018	102-500731	Contracts for Program Services	Multiple	\$161,997.00	\$0.00	\$161,997.00
2019	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
2020	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
2021	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
		Sub Total		\$461,113.00	\$0.00	\$461,113.00

Southern New Hampshire Services

177198-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	42309311	\$74,779.00	\$0.00	\$74,779.00
2018	102-500731	Contracts for Program Services	42309315	\$74,779.00	\$0.00	\$74,779.00
2019	102-500731	Contracts for Program Services	42309319	\$74,779.00	\$0.00	\$74,779.00
2020	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
2021	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
		Sub Total		\$373,895.00	\$0.00	\$373,895.00

Southwestern Community Services

177511-P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	42309311	\$224,337.00	\$0.00	\$224,337.00
2018	102-500731	Contracts for Program Services	42309315	\$224,337.00	\$0.00	\$104,779.00
2019	102-500731	Contracts for Program Services	42309319	\$149,558.00	\$0.00	\$149,558.00
2020	102-500731	Contracts for Program Services	Multiple	\$149,558.00	\$0.00	\$149,558.00
2021	102-500731	Contracts for Program Services	Multiple	\$149,558.00	\$0.00	\$149,558.00
		Sub Total		\$897,348.00	\$0.00	\$897,348.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

The Front Door Agency

156244-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	42309311	\$74,779.00	\$0.00	\$74,779.00
2018	102-500731	Contracts for Program Services	42309315	\$74,779.00	\$0.00	\$104,779.00
2019	102-500731	Contracts for Program Services	42309319	\$149,558.00	\$0.00	\$149,558.00
2020	102-500731	Contracts for Program Services	Multiple	\$149,558.00	\$0.00	\$149,558.00
2021	102-500731	Contracts for Program Services	Multiple	\$149,558.00	\$0.00	\$149,558.00
		Sub Total		\$598,232.00	\$0.00	\$598,232.00

The Way Home, Inc.

166673-B009

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	42309311	\$74,779.00	\$0.00	\$74,779.00
2018	102-500731	Contracts for Program Services	42309315	\$74,779.00	\$0.00	\$74,779.00
2019	102-500731	Contracts for Program Services	42309319	\$74,779.00	\$0.00	\$74,779.00
2020	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
2021	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
		Sub Total		\$373,895.00	\$0.00	\$373,895.00

Tri County Community Action Program, Inc.

177195-B009

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2017	102-500731	Contracts for Program Services	42309311	\$0.00	\$0.00	\$0.00
2018	102-500731	Contracts for Program Services	42309315	\$0.00	\$0.00	\$0.00
2019	102-500731	Contracts for Program Services	42309319	\$74,779.00	\$0.00	\$74,779.00
2020	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
2021	102-500731	Contracts for Program Services	Multiple	\$74,779.00	\$0.00	\$74,779.00
		Sub Total		\$224,337.00	\$0.00	\$224,337.00

Overall Total	\$3,781,462.00	\$0.00	\$3,781,462.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Emergency Solutions Grant Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), as amended on June 20, 2018 (Item #41), and as amended on May 20, 2020 (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended) and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Modify Exhibit A, Scope of Services, Section 4, Deliverables of Services, by adding Subsection 4.4 through Section 4.6 to read:
 - 4.4. The Department may annually conduct on-site reviews of the Contractor operations to ensure compliance with the contractual objectives.
 - 4.5. The Department may annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
 - 4.6. The Department may provide training for Contractor staff as needed.

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

6/16/2021

Date

DocuSigned by:
Christine Santaniello

Name: Christine Santaniello
Title: Director

Community Action Program of Belknap/Merrimack
County

6/16/2021

Date

DocuSigned by:
Jeanne Agri

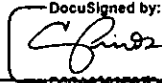
Name: Jeanne Agri
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/16/2021

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:

State of New Hampshire

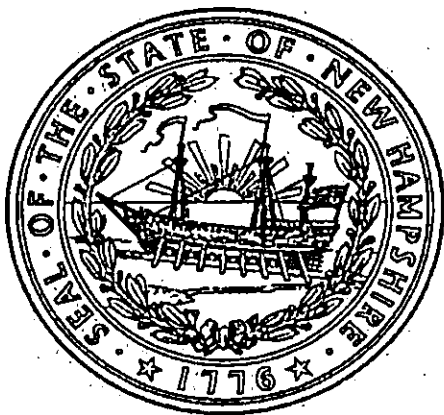
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0005338239



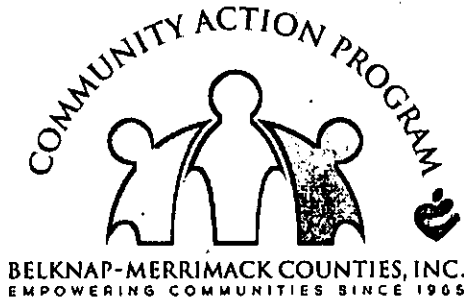
IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

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

William M. Gardner
Secretary of State

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(800) 856-5525
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Web www.bm-cap.org



2 Industrial Park Drive
P.O. Box 1016
Concord, NH
03302-1016

CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on **January 14, 2021**, at which a quorum of the Directors were present and voting.

VOTED: That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Rossana Goding, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in 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. Such authority to be in force and effect until **December 31, 2021**. 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.



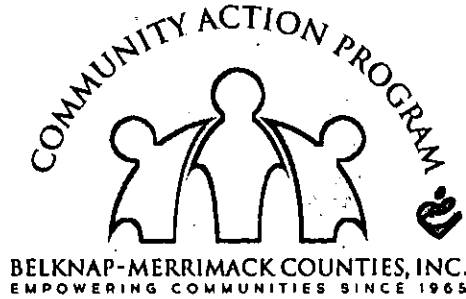
Signature of Elected Officer
Name: Dennis Martino
Title: President, Board of Directors

Dated: 6/16/2021

Rev. 11/12/2020
klh:COA - dennis martino

ALTON Senior Center875-7102 Prospect View Housing.....875-3111	CONCORD Area Center.....225-6880 Head Start 224-6492 Early Head Start..... 224-6492 Concord Area Meals on Wheels 225-9092 Concord Area Transill 225-1989 Horseshoe Pond Place 228-6956 WIC/CSFP 225-2050 Workplace Success..... 223-2305	EPSOM Meadow Brook Housing 736-8250	FRANKLIN Head Start..... 934-2161 Early Head Start..... 934-2161 Senior Center 934-4151 Riverside Housing 934-5340	LACONIA Area Center 524-5512 Head Start..... 528-5334 Early Head Start..... 528-5334 Senior Center 524-7689 Family Planning 524-5453 Workplace Success 524-4367	MEREDITH Area Center 279-4096	NEWBURY Newbury Commons Housing763-0360	PENBROKE Village of Pembroke Farms Housing 485-1842	PITTSFIELD Senior Center435-8482 Head Start.....435-6618 Early Head Start435-6611	SUNCOOK Area Center.....485-7824 Senior Center.....485-4254	TILTON Senior Center.....527-8291	WARNER Area Center.....456-2207 Head Start456-2208 North Ridge Housing456-3398
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 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

**COMMUNITY ACTION PROGRAM
 BELKNAP-MERRIMACK COUNTIES, INC.**

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

(Approved by Agency Board of Directors on 02/24/05
 as part of the Agency Bylaws.)

CAPBMCI Statement of Purpose

ALTON	CONCORD	EPSOM	LACONIA	NEWBURY	SUNCOOK
Senior Center.....875-7102	Area Center.....225-6880	Meadow Brook Housing.....736-8250	Area Center.....524-5512	Newbury Commons	Area Center.....485-7824
Prospect View Housing.....875-3111	Head Start.....224-6492		Head Start.....528-5334	Housing.....763-0360	Senior Center.....485-4254
	Early Head Start.....224-6492	FRANKLIN	Early Head Start.....528-5334		
BELMONT	Concord Area	Area Center.....934-3444	Senior Center.....524-7689	PEMBROKE	TILTON
Hedlago Terr. Housing.....267-8801	Meals on Wheels.....225-9092	Head Start.....934-2161	Family Planning.....524-5453	Village at Pembroke Farms	Senior Center.....527-8291
	Concord Area Transit.....225-1989	Early Head Start.....934-2161	Workplace Success.....524-4367	Housing.....485-1842	
BRADFORD	Horseshoe Pond Place.....228-6756	Senior Center.....934-4151			WARNER
Senior Center.....938-2104	WIC/CSPF.....225-2050	Riverside Housing.....934-5340	MEREDITH	PITTSFIELD	Area Center.....456-2207
	Workplace Success.....223-2305		Area Center.....279-4096	Senior Center.....435-8482	Head Start.....456-2208
				Head Start.....435-6618	North Ridge Housing.....456-3398
				Early Head Start.....435-6611	

Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.**

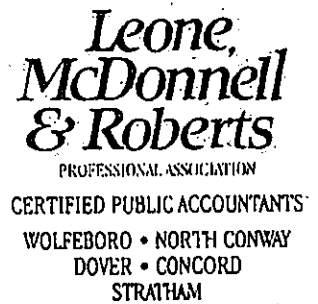
**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND
FEBRUARY 28, 2019
AND
INDEPENDENT AUDITORS' REPORTS**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 29, 2020 and February 28, 2019, and the related statements of activities, functional expenses and cash flows, and notes to the financial statements for the years then ended.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2020 and February 28, 2019, and the changes in their net assets and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2021, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 5, 2021

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

	<u>ASSETS</u>	
	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash	\$ 549,026	\$ 1,411,762
Accounts receivable	2,556,855	2,321,041
Inventory	22,916	22,800
Prepaid expenses	44,159	52,632
Investments	<u>110,078</u>	<u>102,522</u>
Total current assets	<u>3,283,034</u>	<u>3,910,757</u>
PROPERTY		
Land, buildings and improvements	5,544,770	4,749,673
Equipment, furniture and vehicles	<u>5,652,539</u>	<u>5,979,320</u>
Total property	11,197,309	10,728,993
Less accumulated depreciation	<u>6,695,428</u>	<u>6,330,580</u>
Property, net	<u>4,501,881</u>	<u>4,398,413</u>
OTHER ASSETS		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 7,924,356</u>	<u>\$ 8,448,611</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of notes payable	\$ 201,245	\$ 183,269
Line of credit	550,000	
Accounts payable	1,160,635	1,069,165
Accrued expenses	757,999	1,066,748
Refundable advances	<u>1,084,516</u>	<u>998,332</u>
Total current liabilities	3,754,395	3,317,514
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>814,253</u>	<u>781,385</u>
Total liabilities	<u>4,568,648</u>	<u>4,098,899</u>
NET ASSETS		
Without donor restrictions	2,992,894	3,842,297
With donor restrictions	<u>362,814</u>	<u>507,415</u>
Total net assets	<u>3,355,708</u>	<u>4,349,712</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,924,356</u>	<u>\$ 8,448,611</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 29, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Total</u>
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 18,276,247	\$ -	\$ 18,276,247
Other funds	2,437,366	2,986,021	5,423,387
In-kind	920,759	-	920,759
United Way	11,938	-	11,938
	<u>21,646,310</u>	<u>2,986,021</u>	<u>24,632,331</u>
Total revenues and other support			
NET ASSETS RELEASED FROM RESTRICTIONS			
	<u>3,130,622</u>	<u>(3,130,622)</u>	<u>-</u>
Total	<u>24,776,932</u>	<u>(144,601)</u>	<u>24,632,331</u>
EXPENSES			
Salaries and wages	9,213,867	-	9,213,867
Payroll taxes and benefits	2,508,455	-	2,508,455
Travel	322,894	-	322,894
Occupancy	1,393,046	-	1,393,046
Program services	9,231,697	-	9,231,697
Other costs	1,634,451	-	1,634,451
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
	<u>25,626,335</u>	<u>-</u>	<u>25,626,335</u>
Total expenses			
CHANGE IN NET ASSETS	(849,403)	(144,601)	(994,004)
NET ASSETS, BEGINNING OF YEAR	<u>3,842,297</u>	<u>507,415</u>	<u>4,349,712</u>
NET ASSETS, END OF YEAR	<u>\$ 2,992,894</u>	<u>\$ 362,814</u>	<u>\$ 3,355,708</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2019**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 19,205,554	\$ -	\$ 19,205,554
Other funds	4,706,408	169,246	4,875,654
In-kind	829,464	-	829,464
United Way	18,227	-	18,227
	<u>24,759,653</u>	<u>169,246</u>	<u>24,928,899</u>
Total revenues and other support			
NET ASSETS RELEASED FROM RESTRICTIONS			
	<u>364,684</u>	<u>(364,684)</u>	<u>-</u>
Total	<u>25,124,337</u>	<u>(195,438)</u>	<u>24,928,899</u>
EXPENSES			
Salaries and wages	8,905,642	-	8,905,642
Payroll taxes and benefits	2,428,774	-	2,428,774
Travel	324,491	-	324,491
Occupancy	1,310,477	-	1,310,477
Program services	8,941,429	-	8,941,429
Other costs	1,707,999	-	1,707,999
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
	<u>24,779,227</u>	<u>-</u>	<u>24,779,227</u>
Total expenses			
CHANGE IN NET ASSETS	345,110	(195,438)	149,672
NET ASSETS, BEGINNING OF YEAR	<u>3,497,187</u>	<u>702,853</u>	<u>4,200,040</u>
NET ASSETS, END OF YEAR	<u>\$ 3,842,297</u>	<u>\$ 507,415</u>	<u>\$ 4,349,712</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (994,004)	\$ 149,672
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation	401,166	330,491
Decrease (increase) in current assets:		
Accounts receivable	(235,814)	672,364
Inventory	(116)	3,767
Prepaid expenses	8,473	35,655
Decrease (increase) in current liabilities:		
Accounts payable	91,470	(374,532)
Accrued expenses	(308,749)	10,072
Refundable advances	86,184	(189,001)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(951,390)</u>	<u>638,488</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(268,634)	(803,770)
Investment in partnership	(7,556)	(3,769)
NET CASH USED IN INVESTING ACTIVITIES	<u>(276,190)</u>	<u>(807,539)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings on line of credit	550,000	
Repayment of long term debt	(185,156)	(170,872)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>364,844</u>	<u>(170,872)</u>
NET DECREASE IN CASH	(862,736)	(339,923)
CASH BALANCE, BEGINNING OF YEAR	<u>1,411,762</u>	<u>1,751,685</u>
CASH BALANCE, END OF YEAR	<u>\$ 549,026</u>	<u>\$ 1,411,762</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 73,255</u>	<u>\$ 63,133</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Property purchased with new debt	<u>\$ 236,000</u>	<u>\$ -</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**STATEMENT OF FUNCTIONAL EXPENSES**
FOR THE YEAR ENDED FEBRUARY 29, 2020

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,797,236	\$ 416,631	\$ 9,213,867
Payroll taxes and benefits	2,468,991	39,464	2,508,455
Travel	322,870	24	322,894
Occupancy	1,225,265	167,781	1,393,046
Program Services	9,231,697	-	9,231,697
Other costs:			
Accounting fees	475	60,771	61,246
Legal fees	-	9,261	9,261
Supplies	214,778	31,442	246,220
Postage and shipping	19,055	34,399	53,454
Equipment rental and maintenance	3,627	275	3,902
Printing and publications	27,109	6,562	33,671
Conferences, conventions and meetings	27,248	4,662	31,910
Interest	57,543	15,712	73,255
Insurance	133,619	5,949	139,568
Membership fees	12,862	7,586	20,448
Utility and maintenance	170,336	48,114	218,450
Computer services	51,908	-	51,908
Other	663,656	27,502	691,158
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
	<u>\$ 24,750,200</u>	<u>\$ 876,135</u>	<u>\$ 25,626,335</u>
Total functional expenses			

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2019

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,682,073	\$ 223,569	\$ 8,905,642
Payroll taxes and benefits	2,320,432	108,342	2,428,774
Travel	323,333	1,158	324,491
Occupancy	1,293,439	17,038	1,310,477
Program Services	8,941,429	-	8,941,429
Other costs:			
Accounting fees	-	57,892	57,892
Legal fees	19,554	3,520	23,074
Supplies	284,548	-	284,548
Postage and shipping	53,134	-	53,134
Equipment rental and maintenance	2,208	-	2,208
Printing and publications	45,786	3,732	49,518
Conferences, conventions and meetings	22,840	27,848	50,688
Interest	46,478	16,655	63,133
Insurance	143,136	6,760	149,896
Membership fees	9,891	9,093	18,984
Utility and maintenance	214,214	-	214,214
Computer services	37,562	1,304	38,866
Other	701,232	612	701,844
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
	<u>\$ 24,301,704</u>	<u>\$ 477,523</u>	<u>\$ 24,779,227</u>
Total functional expenses			

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belnap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

New Accounting Pronouncement

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending February 29, 2020 and February 28, 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

Financial Statement Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization had net assets with donor restrictions of \$362,814 and \$507,415 at February 29, 2020 and February 28, 2019, respectively. See Note 13.

Income Taxes

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2017.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2017 through 2020), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years.
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$920,759 and \$829,924 in donated facilities, services and supplies for the years ended February 29, 2020 and February 28, 2019, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$52,181 and \$35,519 for the years ended February 29, 2020 and February 28, 2019, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$868,578 and \$793,945 for the years ended February 29, 2020 and February 28, 2019, respectively.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 29, 2020 and February 28, 2019 totaled \$46,899 and \$54,461, respectively.

Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been presented in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<u>Expense</u>	<u>Method of allocation</u>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 549,026	\$ 1,411,762
Accounts receivable	2,556,855	2,321,041
Investments	<u>110,078</u>	<u>102,522</u>
Total financial assets	<u>3,215,959</u>	<u>3,835,325</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	362,814	507,415
Less net assets with time restrictions to be met in less than a year	<u>-</u>	<u>-</u>
Amounts not available within one year	<u>362,814</u>	<u>507,415</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,853,145</u>	<u>\$ 3,327,910</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,995,000 and \$3,880,000 respectively, at February 29, 2020 and 2019. The Organization has an available line of credit in the amount of \$50,000 and \$200,000, respectively, at February 29, 2020 and February 28, 2019.

3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 29, 2020 and February 28, 2019. The Organization has no policy for charging interest on overdue accounts.

4. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,084,516 and \$998,332 as of February 29, 2020 and February 28, 2019, respectively.

5. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2020 and February 28, 2019 totaled \$181,057 and \$184,961, respectively.

6. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 29, 2020 and February 28, 2019, the annual lease expense for the leased facilities was \$546,861 and \$480,258, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2021	\$ 456,568
2022	138,021
2023	125,947
2024	105,882
2025	98,362
Thereafter	<u>876,241</u>
Total	<u>\$ 1,801,021</u>

7. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$341,532 and \$377,163 at February 29, 2020 and 2019, respectively.

8. BANK LINE OF CREDIT

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (6.00% and 5.50% at February 29, 2020 and February 28, 2019, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was a balance of \$200,000 outstanding at February 29, 2020. There was no outstanding balance on the line at February 28, 2019.

During the year ended February 29, 2020 the Organization entered into an additional revolving line of credit agreement (the line) in the amount of \$400,000, with a bank that is due on demand. The line calls for monthly variable interest payments based on the LIBOR rate (4.02% at February 29, 2020). The line is secured by all the Organization's assets. There was a balance of \$350,000 outstanding at February 29, 2020.

9. **LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
5.50% note payable to a financial institution in monthly installments of \$1,634 through July 2039. The note is secured by property of the Organization.	\$ 232,259	\$ -
5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	520,492	649,372
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	57,848	64,943
7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	<u>204,899</u>	<u>250,339</u>
Total	1,015,498	964,654
Less amounts due within one year	<u>201,245</u>	<u>183,269</u>
Long term portion	<u>\$ 814,253</u>	<u>\$ 781,385</u>

The scheduled maturities of long-term debt as of February 29, 2020 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2021	\$ 201,245
2022	213,444
2023	226,567
2024	143,136
2025	16,749
Thereafter	<u>214,357</u>
	<u>\$ 1,015,498</u>

10. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
Land	\$ 168,676	\$ 168,676
Building and improvements	5,376,094	4,580,996
Equipment and vehicles	<u>5,652,539</u>	<u>5,979,321</u>
	11,197,309	10,728,993
Less accumulated depreciation	<u>6,695,428</u>	<u>6,330,580</u>
Property and equipment, net	<u>\$ 4,501,881</u>	<u>\$ 4,398,413</u>

Depreciation expense for the years ended February 29, 2020 and February 28, 2019 was \$401,166 and \$330,491, respectively.

11. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2020.

12. CONCENTRATION OF RISK

For the years ended February 29, 2020 and February 28, 2019, approximately \$12,100,000 (51%) and \$12,000,000 (48%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of February 29, 2020 and February 28, 2019:

	<u>2020</u>	<u>2019</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	141,114	137,743
Elder Services	2,867	200,912
Mary Gale	24,082	-
NH Rotary Food Challenge	5,068	5,068
Summer Feeding	18,840	-
Common Pantry	4,764	5,534
Caring Fund	9,064	11,811
Agency – FAP	4,751	6,342
Agency Head Start	145,747	137,967
Community Crisis	2,550	350
Other Programs	<u>3,304</u>	<u>1,025</u>
 Total net assets with donor restrictions	 <u>\$ 362,814</u>	 <u>\$ 507,415</u>

14. RELATED PARTY TRANSACTIONS

The Organization is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at both February 29, 2020 and February 28, 2019.

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 29, 2020 and February 28, 2019 was \$198,763 and \$185,937, respectively, and is included in accounts receivables.

15. **RECLASSIFICATION**

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$109,078 and \$101,522 at February 29, 2020 and February 28, 2019, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 29, 2020 and February 28, 2019, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

	<u>2020</u>	<u>2019</u>
Beginning balance – mutual funds	\$ 101,522	\$ 97,753
Total gains (losses) – mutual funds	<u>7,556</u>	<u>3,769</u>
Ending balance – mutual funds	<u>\$ 109,078</u>	<u>\$ 101,522</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 29, 2020 and February 28, 2019.

17. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 5, 2021, the date the financial statements were available to be issued.

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

In April 2020, the Organization received loan proceeds in the amount of \$1,935,300 under the Paycheck Protection Program ("PPP"). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

If the Organization does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first six months. The Organization intends to use the proceeds for purposes consistent with the PPP. Through the date of this report, the final determination of forgiveness has not occurred.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 29, 2020

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>
<u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>		
Head Start	93.600	
Head Start	93.600	State of New Hampshire
Low Income Home Energy Assistance Program	93.568	State of New Hampshire
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire
Community Services Block Grant	93.569	State of New Hampshire
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire
Social Services Block Grant-Service Link	93.667	State of New Hampshire
<u>TANF CLUSTER</u>		
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services
<u>AGING CLUSTER</u>		
Title III, Part B-Senior Transportation	93.044	State of New Hampshire
Title III, Part C-Congregate Meals	93.045	State of New Hampshire
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire
NSIP	93.053	State of New Hampshire
<u>CHILD CARE AND DEVELOPMENT FUND CLUSTER</u>		
Child Care & Development Block Grant	93.575	State of New Hampshire
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire
<u>MEDICAID CLUSTER</u>		
Medical Assistance Program	93.778	State of New Hampshire
Medical Assistance Program - Veterans	93.778	Gateways Community Services
Family Planning - Services	93.217	State of New Hampshire
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health	93.354	State of New Hampshire
<u>MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER</u>		
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire
ACA - Aging & Disability Resource Center	93.517	State of New Hampshire
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire

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**FEDERAL GRANTOR/
PROGRAM TITLE**

**CFDA
NUMBER**

PASS THROUGH NAME

FOOD DISTRIBUTION CLUSTER

Commodity Supplemental Food Program
Emergency Food Assistance Program-Administration
Emergency Food Assistance Program

10.565
10.568
10.569

State of New Hampshire
State of New Hampshire
State of New Hampshire

Trade Mitigation

10.178

State of New Hampshire

Rural Housing Preservation Grant

10.433

CORPORATION FOR NATIONAL & COMMUNITY SERVICES

FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER
Senior Companion Program

94.016

US DEPARTMENT OF TRANSPORTATION

Formula Grants for Rural Areas-Concord Transit

20.509

State of New Hampshire-Department of Transportation

TRANSIT SERVICES PROGRAMS CLUSTER

Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers

20.513
20.513
20.513

State of New Hampshire-Department of Transportation
State of New Hampshire-Department of Transportation
Merrimack County

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Supportive Housing Program
Supportive Housing Program-Outreath

14.235
14.235

State of New Hampshire
State of New Hampshire

Emergency Solutions Grant
Continuum of Care Program

14.231
14.267

State of New Hampshire
State of New Hampshire

US DEPARTMENT OF ENERGY

Weatherization Assistance for Low Income Persons

81.042

State of New Hampshire

US DEPARTMENT OF LABOR

Senior Community Service Employment Program

17.235

State of New Hampshire

WIA/WIOA CLUSTER

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 29, 2020**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 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 Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

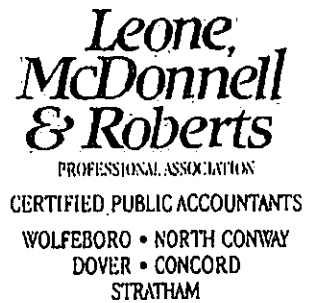
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES AND VEHICLES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.



COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 29, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a material weakness.

Compliance and Other Matters

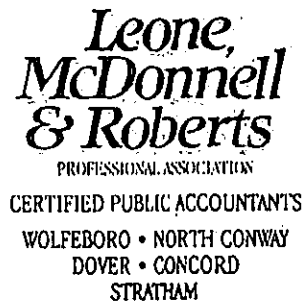
As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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 Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 5, 2021



COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2020. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' 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 Community Action Program Belknap-Merrimack Counties, Inc.'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 U.S. Code of Federal Regulations 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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2020.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. 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 Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'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.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 5, 2021

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 29, 2020**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Community Services Block Grant 93.569; U.S. Department of Agriculture, Food Distribution Cluster, 10.565, 10.568, 10.569, Trade Mitigation 10.178, NON-FEDERAL Public Utilities Companies, Electrical Assistance Program.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2020-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork understated revenue and expenses by a material amount. This was primarily the result of improper cut off due to revenue and expenses related to the fiscal year under audit being recorded to the subsequent period.

Criteria: The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis and a review is completed prior to closing the financial records for the year.

Cause: The Organization's Director of Finance did not regard the proper cut off of the direct fuel assistance payments and reimbursement revenue to be important. Both the accounting staff and the staff within the fuel assistance department appears to maintain good controls and good records, however, the Director of Finance did not understand the importance of using the information available to post an entry to ensure correct cut off of revenue and expenses.

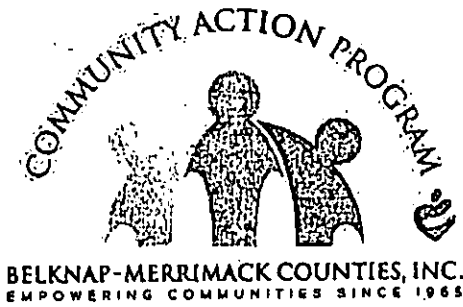
Effect: A significant adjusting journal entry was proposed by the auditor to ensure accurate revenue and expense cut off for the period under audit.

Recommendations: The auditors recommend that the financial closing process include a review of all significant balance sheet and profit and loss accounts.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

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Fax (603) 228-1898
Web www.bm-cap.org



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P.O. Box 1016
Concord, NH
03302-1016

CORRECTIVE ACTION PLAN

Finding: 2020-001

Plan: Accounts will be reconciled and reviewed on a timely basis and completed prior to the annual close of the financial records.

The Staff Accountant or other accounting staff member reconciles all monthly bank statements which are then approved by the Fiscal Officer. The Staff Accountant prepares an adjusting entry for interest, service charges and other adjustments which are also approved by the Fiscal Officer.

The Staff Accountant or other accounting staff member reconciles all project balance sheet accounts monthly which are then approved by Fiscal Officer. The Staff Accountant or other accounting staff member print necessary schedules to reconcile the accounts & check balance totals. Any reconciling items are brought to the attention of the Fiscal Officer who corrects them at the Bank or approves the adjusting journal entry.

The Organization will ensure the policies are followed as written.

Contact:

Rossana Goding, Fiscal Officer
2 Industrial Park Drive Concord NH 03303 (603)
225-3295 x 1131

Jeanne Agri, Chief Executive Officer
2 Industrial Park Drive Concord, NH 03303 (603)
225-3295 x-1113

Anticipated completion date: February 28, 2021

ALTON Senior Center 875-7102 Prospect View Housing 875-3111	CONCORD Area Center 225-4680 Head Start 224-4492 Early Head Start 224-4492 Concord Area Mach on Wheels 225-9092 Concord Area Transit 225-1989 Honeshoe Pond Place 228-4954 WIC/CSFP 225-2050 Workplace Success 223-2305	EPSOM Meadow Brook Housing 734-8250 FRANKLIN Head Start 934-2161 Early Head Start 934-2161 Senior Center 934-4151 Even's Housing 934-5340	LACONIA Area Center 524-5512 Head Start 528-8334 Early Head Start 528-5334 Senior Center 524-7689 Family Planning 524-5453 Workplace Success 524-4367 MEREDITH Area Center 279-4096	NEWBURY Newbury Commons Housing 743-0340 PEMBROKE Village of Pembroke Farms Housing 485-1842 PITTSFIELD Senior Center 435-8482 Head Start 435-4418 Early Head Start 435-4411	SUNCOOK Area Center 485-7824 Senior Center 485-4254 TILTON Senior Center 527-8291 WARNER Area Center 456-2207 Head Start 456-2208 North Ridge Housing 456-3398
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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED FEBRUARY 29, 2020**

MATERIAL WEAKNESS

2019-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork understated net income by a material amount. This was primarily the result of improper cut off due to revenue related to the fiscal year under audit being recorded to the subsequent period.

Recommendations: The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

Current Status: The balance sheet accounts did show evidence of monthly reconciliations. However, the financial closing process was not complete and the required entry to adjust fuel assistance revenue and expense was not made. See 2020-001.



Effective April 2021

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

BOARD OF DIRECTORS

Dennis Martino, <i>President</i>	Kathy Goode
Robert (Bob) Krieger, <i>Vice President</i>	Sara A. Lewko
Safiya Wazir, <i>Treasurer</i>	Chris Pyles, Esq.
A. Bruce Carri, <i>Secretary/Clerk</i>	David Siff, Esq.
Heather Brown	Ben Wilson, AAMS® Financial Advisor
Theresa M. Cromwell	David Croft, Sheriff

Elizabeth Heyward

Highlights

- Fundraising and event planning
- Relationship building expert
- Deadline-driven
- Donor database management
- Exceptional multi-tasker
- Decisive problem solver
- Organized and efficient
- Motivated team player
- Cross-functional team management

Experience

Community Services Director- August 2017-Present

- Responsible for the planning, scheduling, implementation and monitoring of the Fuel and Electric Assistance Programs.
- Responsible for the development of internal operating procedures for the Fuel and Electric Assistance Programs compliance with agency and funding requirements
- Responsible for the development of the operating budget for Fuel and Electric Assistance Programs and area center structure with compliance with agency and funding source requirements.
- Responsible for the management, training, supervision and evaluation of Fuel and Electric Assistance and area center staff.
- Responsible for compiling and maintaining accurate records of programs statistics, financial reports, reimbursement requests for agency and various funding sources.
- Responsible for developing and implementing outreach plans and centralize client intake for Fuel and Electric Assistance Programs and other agencies services provided through the area center structure. This will be done in conjunction with agency program and area center directors.
- Responsible for securing adequate funding for Fuel and Electric Assistance Programs and local funding of area center system by local cities and towns.
- Responsible for providing public relations and information related to Fuel and

Electric Assistance Programs and area center services.

- Responsible for coordinating with other program and area center directors on grant development by other agency programs and services to meet local community needs.
- Responsible for preparing, writing, and organizing proposals and applications for Fuel and Electric Assistance Programs and area center programs.
- Responsible for the development and implementation of the information and referral system used by the area center staff.
- Responsible for the development and implementation of a community needs assessment for the Agency and communities served.
- Assist in planning, development and implementation of a data collections software package with the state and other local CAP agencies.

Director of Mission Advancement- June 2016- July 2017

- Work with the Executive Director and other members of senior leadership to develop the annual operating budget and identify the financial needs of the organization that must be met by fundraising;
- Create and manage the annual development plan that encompasses individual and institutional giving (foundations, corporation and partners);
- Track key metrics, where success is measured by growth in contributor numbers, donor retention and dollars raised;
- Manage the development budget and assist the Executive Director in developing individual Board member fundraising plans;
- Manage the portfolio of donor prospects, including identifying, researching, qualifying, cultivating and soliciting gifts from individuals, corporations, and foundations.
- Support the Executive Director in major gift cultivation and solicitation efforts through research, planning, strategy, moves management process.
- Collaborate with the Executive Director to create individualized stewardship plans for top contributors, including customized donor reports and donor recognition.
- Manage the annual giving program, including communications, appeals, and stewardship.
- Personally acknowledge contributors and the impact of their gifts.
- Manage budget [expenses and revenues] and staff on charitable gaming activities and placement and sales of vending machines.
- Effectively position/prepare the Executive Director and Board members for interactions with major contributors and prospects.

- Provide ongoing inspiration, support, resources and training in fundraising to the Board and staff.
- Manage the Development and Communications staff for message management and effective use of the contributor database, moves management and other tools, including cause-related marketing, cultivation events, etc.
- Collaborate with other GBS staff in the timely development of written communications such as annual appeals, direct mail and advertising.
- Travel to meet with top contributors in addition to fundraising events and board meetings.

Director of Community Relations-March 2015-June 2016

- Treasure of the Private Provider Network in Concord NH.
- Assist in all fundraising events for Great Bay. Including plan, and execution.
- Provide active representation at local and state level events and meetings.
- Stay current and report back on recent state and federal disability news.
- Increase community awareness of the organization, client services, and business opportunities,
- Assist with the newsletter, media presentations, marketing materials, and fundraising events.
- Make presentations at High Schools PTA's, and parent groups.
- Seek out other venues where groups of parents attend meetings.
- Meet with area Special Education Directors,
- Develop an active Business Advisory Council.

Associate Director of Programs and Services September 2013- March 2015-Great Bay Services

- Oversees Clinical Services. Supervises Case Managers and Nurses. Oversees Individual Service Plans, progress notes and other program documentation. Assures coordination between case managers and appropriate program staff.
- Conducts interdisciplinary staff meetings with case managers, nurses, residential managers and community center staff to assure coordination of services, client concerns, incidents and trends. Facilitates problem solving and is solution focused.
- Oversees Employment, Day and Residential Services. Reviews consumer progress, written reports and assures coordination between all assigned managers. Supervises all direct care program managers.
- Is responsible for the hiring and dismissal of all direct care staff.

- Responsible for orientation and training of program staff.
 - Oversees Residential Managers
 - Acts as liaison with funding and regulatory agencies including Developmental Disabilities of Maine and New Hampshire.
 - Assists in preparation of annual budget for services Responsible for contract management and compliance for all services reporting to the position.
 - Oversees consumer admission, intake, program management, transfer and discharge decisions and procedures.
 - Works in collaboration with and supports the Executive Director on various projects and initiatives.
 - Assists the Executive Director in matters relating to organizational operations.
- Acts as
- back up for the Executive Director in his/her absence.
 - Coordinates orients and oversees placements of volunteers and interns.

Program Manager for Employment Services October 2011- August 2013-Great Bay Services

Community Employment Coordinator: Great Bay Services, November 2008- October 2011

Secretary: Leddy Center for the Performing Arts, July 2008- March 2009

Marketing and Communications Intern: Amphenol TCS, October 2007- August 2008

Education

- MBA in Leadership: SNHU, Manchester NH
- Graduate Certificate in Leadership in a Not for Profit: SNHU, Manchester, NH
- Bachelor of Science in Business Administration , Hesser College, Manchester, NH
- Associates Degree in Public Relations, Hesser College, Manchester, NH

Skills and Training

- Constant Contact- Monthly newsletter
- Donor Perfect- Use this for our donor database.
- Attended the CASE Summer Institute in Educational Fundraising
- Microsoft Office- Word, Excel, Publisher, and PowerPoint
- Board of Directors for Epping Community Church

FREEMAN TOTH

Results-oriented leader with strong background in hiring, training, management and employee development. Exceptional communication and coaching skills. Effectively motivates employees through consistent feedback, positive reinforcement and leading by example.

HIGHLIGHTS

- Employee onboarding, development and retention - New product launches and trainings - Team building - Multi-media training program development - Fluent in "Earn the Right Sales" process -

ACCOMPLISHMENTS

- Successfully managed all functions related to daily operations of a retail organization. Duties include recruiting, interviewing, hiring and onboarding, the development and implementation of training programs and performance management plans that consistently yield positive results.
- Served in multiple leadership roles, working closely with the executive team to establish organizational goals and maintain forward momentum for the company.
- Workforce management and scheduling oversight for multiple locations including over 50 associates and managers.
- Orchestrated regular meetings and trainings focused on sales best practices and exceeding company and individual goals

PROFESSIONAL EXPERIENCE

Community Action Program of Belknap/Merrimack Counties, Inc.

Concord, NH Homeless Outreach & Housing Stabilization Manager 2/2019 to Current

As a Homeless Outreach & Housing Stabilization Manager my responsibilities include Managing a team responding to referrals from NH 2-1-1 Services with the goal of providing advice, services and assistance to people experiencing Homelessness or to those whom are at risk of becoming homeless. A typical day may include Visiting with local shelters, welfare officers, food pantries and homeless resource centers and homeless people in an effort to ingratiate myself while building rapport and trust with the local homeless population.

Waltham Traders/IM Wireless

Salem, NH District Manager/Trainer 2/2017 to 10/2018

Hire, onboard and manage multiple associates and managers for multiple high-volume locations throughout New England. Developed and implemented company training programs and assisted with the opening of multiple high-profile locations.

GoWireless LLC/INC.

Derry, NH Manager 3/2015 to 1/2017

Directly developed and managed a large team of sales professionals while overseeing daily operations of the location. Served in a critical role during a company acquisition, contributing to a successful transition with minimal operational disruption.

Bedford, NH Sales Manager/Area Manager 02/2002 to 3/2015

Responsibilities included working in conjunction with the executive team to recruit, interview and hire new consultants and managers while successfully managing multiple high-volume locations. Specialized in building rapport with customers; earning their trust and creating lifelong customers.

EDUCATION - Keene State College, Keene, NH

Relevant Experience

Information and Referral

- Over 10 years of experience connecting clients to Social Service Agencies.
- Identify barriers and assist clients in overcoming them.
- Located homeless encampment to connect them to services.
- Established resources through cooperative relationships with a wide range of area agencies including local Police, Fire Department, Homeless Shelters, Addiction Treatment, Mental Health, Disability organizations.
- Created a network of landlords, connecting the homeless to much needed housing.
- Ability to multi-task and prioritize needs of clients.
- Advocated for clients such as those experiencing trauma, persons with a disability or parents that have children with special needs.
- Well versed in State and Federal benefit programs including ESG
- Resource acquisition and dispersal to those in need, such as food, clothes, furniture, and baby needs.
- Outreach and networking.

Computer

- Excel, Outlook, and other Microsoft products.
- HMIS
- Accurate and timely data entry.
- Access and retrieve information.

Special Skills

- Trauma Informed
- Medical knowledge and experience.
- Created a vast network of people and organizations to obtain supplies for those in need.
- Worked extensively with those experiencing neurological challenges such as those with traumatic brain injuries or paraplegia.
- Over 10 years of experience doing information and referral in a wide range of settings.
- Caregiver
- Knowledge of the legal system, especially as it pertains to Family Law.
- Experienced at intake, assessment, and referrals.
- Schedule flexibility

Interpersonal

- Compassionate
- Non-judgemental
- Work well under pressure.
- Ability to disseminate information quickly in a caring manner.
- Maintain calm demeanor in a crisis.

Employment History

BM-CAP	Street Outreach	6/2019 - Present
Neurorestorative	LNA	9/2014 - 5/2018
Timothy Daniel House	CNA	6/2013 - 4/2014
Mary and Moore's Nursing Home	CNA	11/2012 - 6/2013

Education

- Certificate in Crises Prevention and Intervention
- Certificate in Seizure Prevention

SUSANNA ALLEN

SKILLS & ABILITIES

I am knowledgeable with various computer programs, including Microsoft Office, HMIS and ART, Advanced Reporting Tool. I maintain a strong attention to detail, which includes organizing case management and running the reports for the Belknap-Merrimack branch.

EXPERIENCE

HOUSING STABILIZATION COORDINATOR – COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
10/2020 – Present

Organize and manage meetings with clients enrolled in the Rapid Rehousing Project, Manage HMIS, run quarterly and yearly reports for the branch, communicate with Fiscal regarding any changes to payments, process and approve applications to specific programs or grants and communicate with ICA, Institute for Community Alliances, about reporting, deadlines and procedures.

CREDIT & PAYMENT PROCESSING SPECIALIST- JJILL GROUP
6/2006 – 10/2020

Communicate with our warehouse to resolve any shipping or packing errors, operate a POS system daily, train associates on standard refunding procedures, maintain the Suspended Order Report, and process refunds and exchanges in our catalog system.

SALES ASSOCIATE - VICTORIA'S SECRET
7/2002 – 10/2011

Sold specific Launch items and credit cards, demonstrated proficiency using the POS system, assisted management with handling money, organized the store in an appealing manner and assisted customers.

EDUCATION

BUNAC WORK ABROAD – 2005
Pursued a work program to Edinburgh, Scotland.

YORK ST JOHN COLLEGE – Spring 2004
Studied British Literature and Writing in York, England

KEENE STATE COLLEGE – 2001-2005
Obtained a B.A. in English Literature with a minor in Writing

CERTIFICATES

Certified in the use of HMIS, Homeless Maintenance and Information System and ART, Advanced Reporting Tool.

Community Action Program Belknap-Merrimack Counties, Inc.

**Department of Health and Human Services
Office of Human Services**

**Emergency Solutions Grant Program
17-DHHS-DCBCS-BHHS-01-01-A03
Amendment**

KEY PERSONNEL

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Beth Heyward	Community Services Director	\$59,007	10%	\$ 5,900.70
Freeman Toth	Housing Stabilization and Homeless Outreach Manager	\$40,525	10%	\$ 4,525.00
Susanna Allen	Housing Stabilization Coordinator	\$33,150	100%	\$33,150.00
Kelsi Legsding	Housing Stabilization Homeless Outreach	\$33,150	50%	\$16,575.00
To be hired	Housing Stabilization Coordinator	\$39,000	100%	\$39,000.00
To be hired	Administrative Assistant	\$23,400	100%	\$23,400.00



Lori A. Shibinette
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

April 21, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing Sole Source contracts with one of the vendors listed below, Community Action Program Belknap and Merrimack Counties Inc., for the provision of Emergency Solutions Grant Services, by increasing the total price limitation by \$74,852 from \$3,245,497 to \$3,320,349 with no change to the contract completion dates of June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on June 29, 2016, item #16 and most recently amended with Governor and Council approval on June 20, 2018, item #41. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Program Belknap and Merrimack Counties Inc. Concord, NH 03302	177203-B003	Belknap and Merrimack Counties	\$403,895	\$74,852	\$478,747
Community Action Partnership of Strafford County Dover, NH 03820	177200-B004	Rockingham and Strafford Counties	\$373,895	\$0	\$373,895
Southern New Hampshire Services Manchester, NH 03103	177198-B006	Rockingham County	\$373,895	\$0	\$373,895
Southwestern Community Services Keene, NH 03431	177511-P001	Counties of: Cheshire, Sullivan, Grafton, Carroll and Coos	\$897,348	\$0	\$897,348

10
MAC

The Front Door Agency Nashua, NH 03064	156244-B001	Greater Nashua Area	\$598,232	\$0	\$598,232
The Way Home Inc. Manchester, NH 03103	166673-B009	Hillsborough County	\$373,895	\$0	\$373,895
Tri County Community Action Program, Inc. Berlin, NH 03570	177195-B009	Counties of: Grafton, Carroll and Coos	\$224,337	\$0	\$224,337
		Total:	\$3,245,497	\$74,852	\$3,320,349

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

05-95-42-423010-7927-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: HUMAN SERVICES DIV, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	102-500731	Contracts for Prog Svc	42309311	\$598,232	\$0	\$598,232
2018	102-500731	Contracts for Prog Svc	42309315	\$598,232	\$0	\$598,232
2019	102-500731	Contracts for Prog Svc	42309319	\$703,011	\$0	\$703,011
2020	102-500731	Contracts for Prog Svc	42309311	\$673,011	\$5,138	\$678,149
2020	102-500731	Contracts for Prog Svc	42309315	\$0	\$34,857	\$34,857
2021	102-500731	Contracts for Prog Svc	TBD	\$673,011	\$34,857	\$707,868
			Total	\$3,245,497	\$74,852	\$3,320,349

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. As previously stated, the original contract was approved by Governor and Council on June 29, 2016, Item #16.

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. As previously stated, the original contract was approved by Governor and Council on June 29, 2016, Item #16. It was then subsequently amended with Governor and Council approval on June 20, 2018, Item #41.

The purpose of this request is to include additional funding, that was inadvertently not included in the previous amendment, for the full time Data Analyst position with the Community Action Program Belknap and Merrimack Counties Inc. The United States Department of Housing and Urban Development (HUD) requires that the Homeless Management Information System (HMIS) have an identified lead agency and Data Analyst, who is responsible for providing HMIS support within the Department. This position serves to analyze and formulate procedures and controls in order to increase the efficiency of the HMIS and provide technical assistance needed for state and federal reporting requirements. This analyst provides this data for all statewide services for individuals who experience homelessness.

The population served are individuals and or families who are homeless and/or are at risk of becoming homeless. Approximately 1,000 individuals will be served from May 20, 2020 to June 30, 2021.

These vendors assist individuals who are homeless or at risk of becoming homeless to achieve housing stability through housing stability case management services which address homeless prevention, rapid re-housing and housing relocation, and stabilization services. Services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant and or household currently residing in permanent housing, or to assist a participant and or household in overcoming immediate barriers to obtaining housing.

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

- *Reduce the length of time program participants spend homeless.* For a program to meet this performance benchmark, households served by the program should move into permanent housing in an average of 30 days or less.
- *Permanent housing success rates.* For a program to meet this performance benchmark, at least 80 percent of households that exit a rapid re-housing program should exit to permanent housing.
- *Returns to Homelessness.* For a program to meet this performance benchmark, at least 85 percent of households that exit a rapid re-housing program to permanent housing should not become homeless again within a year.

Should the Governor and Executive Council not authorize this request, the Department would not be able to provide the technical assistance needed to meet federal and state reporting requirements, which could result in the loss of federal funds.

Area served: Statewide

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Source of Funds: 100% Federal Funds, CFDA #14.231, FAIN #E18DC3300001

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence*



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Emergency Solutions Grant Program Contract**

This 2nd Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302-1016.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), as amended on June 20, 2018, (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph #4, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; 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:
\$478,747
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.8, Paragraph 2.8.5 by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, Section 2, Scope of Work, Subsection 2.8, Paragraph 2.8.5, to read:
2.8.5 Define detailed business information and application data requirements in coordination with assigned state agency staff, and in conjunction with approved data-base model and analysis.
5. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.8, Paragraph 2.8.7 by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, Section 2, Scope of Work, Subsection 2.8, Paragraph 2.8.7, to read:
2.8.7 Collaborate with the NH HMIS representatives, state HMIS Contract Manager, and BHHS Administrator to identify business objectives to meet state HMIS needs.



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program**

6. Modify Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.8, by adding Exhibit A, Amendment #2, Scope of Services, Section 2, Scope of Work, Subsection 2.8, Paragraph 2.8.11, to read:

2.8.11 Conduct research and analysis of data and trends related to housing and homelessness.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section A.2.6 Amount, by replacing in its entirety with Exhibit B, Methods and Conditions Precedent to Payment, Amendment #2, Section A.2.6 Amount, to read:

\$74,779	SFY 2017
\$74,779	SFY 2018
\$104,779	SFY 2019
\$114,774	SFY 2020
<u>\$109,636</u>	<u>SFY 2021</u>
\$478,747	Total

8. Modify Exhibit B-2 Budget – Amendment #1 by deleting it in its entirety and replacing it with Exhibit B-2 Budget – Amendment #2, attached hereto and incorporated herein.
9. Modify Exhibit B-3 Budget – Amendment #1 by deleting it in its entirety and replacing it with Exhibit B-3 Budget – Amendment #2, attached hereto and incorporated herein.



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective 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

4/13/20
Date

Christine L. Santaniello
Name: Christine L. Santaniello
Title: Director, DEHS

COMMUNITY ACTION PROGRAM BELKNAP AND
MERRIMACK COUNTIES INC.

3.27.2020
Date

Jeanne Agri
Name: Jeanne Agri
Title: Executive Director

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program**



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

OFFICE OF THE ATTORNEY GENERAL

4/20/2020
Date

[Signature]
Name:
Title:

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:

Exhibit B-2 Budget
Amendment #2

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHS. Everything else will automatically populate.
Contractor Name: Community Action Program Bellows Falls and Merrimack Counties, Inc.
Budget Request for: Emergency Solutions Grant Program Contract
Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	23,329.00	4,500.00	27,829.00	4,500.00	4,500.00	4,500.00	23,329.00		23,329.00
2. Employee Benefits	6,335.00	1,210.00	7,545.00		1,210.00	1,210.00	6,335.00		6,335.00
3. Contracting									
4. Equipment									
Rent									
Repair and Maintenance		500.00	500.00		500.00	500.00			
Purchase/Depreciation									
5. Supplies									
Education									
Lab									
Pharmacy									
Medical									
Office		300.00	300.00		300.00	300.00			
6. Travel	200.00		200.00				200.00		200.00
7. Contingency									
8. Current Expenses									
Telephone									
Postage									
Subscription									
Audit and Legal		300.00	300.00		300.00	300.00			
Insurance		305.00	305.00		305.00	305.00			
Bond Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontract/Agreements									
13. Other (Specify Below in Remarks)									
RRH Rental Assistance	42,450.00		42,450.00	13,285.00		13,285.00	29,165.00		29,165.00
Prevention Rental Assistance	23,843.75		23,843.75	7,822.75		7,822.75	16,021.00		16,021.00
FHS	37,925.00		37,925.00				37,925.00		37,925.00
TOTAL	135,952.75	7,515.00	143,467.75	21,178.75	7,515.00	28,693.75	114,774.00		114,774.00

Contract value: **QA**
on **3.27.2020**

Exhibit B-3 Budget
Amendment #2

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.
Contractor Name: Community Action Program Belknap and Merrimack Counties, Inc.

Budget Request for: Emergency Solutions Grant Program Contract

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 23,329.00	\$ 4,500.00	\$ 27,829.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 23,329.00	\$ -	\$ 23,329.00
2. Employee Benefits	\$ 6,335.00	\$ 1,310.00	\$ 7,645.00	\$ -	\$ 1,310.00	\$ 1,310.00	\$ 6,335.00	\$ -	\$ 6,335.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
6. Travel	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 305.00	\$ 305.00	\$ -	\$ 305.00	\$ 305.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RRH Rental Assistance	\$ 42,450.00	\$ -	\$ 42,450.00	\$ 13,285.00	\$ -	\$ 13,285.00	\$ 29,165.00	\$ -	\$ 29,165.00
Prevention Rental Assistance	\$ 22,359.00	\$ -	\$ 22,359.00	\$ 6,609.00	\$ -	\$ 6,609.00	\$ 15,750.00	\$ -	\$ 15,750.00
HMIS	\$ 34,857.00	\$ -	\$ 34,857.00	\$ -	\$ -	\$ -	\$ 34,857.00	\$ -	\$ 34,857.00
TOTAL	\$ 129,536.00	\$ 7,515.00	\$ 137,051.00	\$ 19,894.00	\$ 7,515.00	\$ 27,409.00	\$ 109,636.00	\$ -	\$ 109,636.00

Indirect As A Percent of Direct

5.8%



41 mac

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

Jeffrey A. Meyers
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9546 1-800-852-3345 Ext. 9546
 Fnx: 603-271-4232 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

Christine Tappan
 Associate Commissioner

April 13, 2018

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, Bureau of Homeless and Housing Services, to exercise renewal options to existing agreements and enter into one (1) sole source contract with the vendors identified below, for the provision of Emergency Solutions Grant Services by increasing the price limitation to by \$2,049,033 from \$1,196,464 to \$3,245,497 and by extending the completion date of some contracts from June 30, 2018 to June 30, 2021 effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreements on June 29, 2016 (item #16). 100% Federal Funding

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Community Action Program Belknap and Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558	\$254,337	\$403,895	O: 06/29/16 #16
Community Action Program of Strafford	177200-B004	642 Central Avenue, Dover, NH 03820	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southwestern Community Services	177511-P001	63 Community Way, Keene NH 03431	\$448,674	\$448,674	\$897,348	O: 06/29/16 #16
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558	\$448,674	\$598,232	O: 06/29/16 #16
The Way Home Inc.	186673-B009	214 Spruce Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Tri County Community Action Program, Inc.	177195-B009	30 Exchange Street Berlin, NH 03570	\$0	\$224,337	\$224,337	New Sole Source
Totals:			\$1,196,464	\$2,049,033	\$3,245,497	

Funds to support this request are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020 and 2021, upon appropriation of continued funding with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7927-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2018	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2019	102-500731	Contracts for Program Services	\$0.00	\$703,011	\$703,011
2020	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
2021	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
Total:			\$1,196,464	\$2,049,033	\$3,245,497

EXPLANATION

The request to enter into contract with Tri County is sole source because an increase in administrative staffing and internal organizational structure has allowed for Tri-County to more efficiently meet the needs of individuals and or families who are homeless and or at risk of becoming homeless. Previously Southwestern Community Services had funding to serve the North Country population and had formal agreements with Tri-County CAP to administer funds for the Northern region of the state. Funds have been moved from Southwestern Community Services and moved into the Tri County CAP sole source contract to allow Bureau of Housing Supports to contract directly with Tri-County CAP to serve the Northern population. No other agency at this time is able to serve the homeless population in the northern region with the knowledge and resources that Tri-County CAP possesses.

Exhibit C-1 of the Tri County contract includes language that reserves the Department's right to extend contract services for up to three (3) years contingent upon the vendor providing satisfactory services, availability of continued funding and approval from the Governor and Executive Council.

The purpose of this request is for the continuation of Emergency Solutions Grant Program services to individuals who are homeless or at risk of becoming homeless. Services include interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals, and families from becoming homeless and assist individuals who are currently homeless to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will refer eligible individuals to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennia.

All contracts being renewed include renewal language in Exhibit C-1, Revisions to General Provisions, paragraph 4 for up to three (3) years contingent upon satisfactory services, continued funding and approval from the Governor and Executive Council.

The Department supports the request to renew services as the vendors have provided services that have met federal and state statutory regulations to provide services to homeless and at risk individuals in accordance to Emergency Solutions Grant provisions.

Should the Governor and Executive Council not authorize this request, individuals and/or households may not receive interventions that have a direct and positive impact on housing stability which may increase the risk of homelessness or unsafe living arrangements. Without such services individuals may not receive rental assistance, utility payments and case management assistance in order to overcome immediate barriers to obtaining housing. Additionally without the Housing Relocation and Stabilization services individuals may not have the opportunity to remain stably housed though effective case management. Individuals may not have referrals to life skill training such as budgeting and resume writing classes, job search assistance and interview skills training.

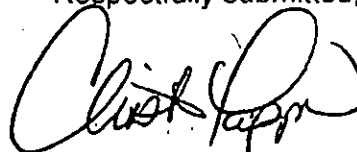
Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231, FAIN E17DC330001

In the event that federal funds become no longer available, general funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



for Jeffrey A. Meyers
Commissioner

**NH Department of Health & Human Services
Emergency Solutions Grant Program Contract**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Emergency Solutions Grant Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment #1") dated this 22nd day of February 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302-1016.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 4 of the agreement the parties may amend and renew the agreement for up to three (3) years upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to exercise the renewal options available and increase the price limitation at level funding; 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 Provision, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$403,895.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number, to read:
(603) 271-9330.
5. Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.4, to read:
 - 1.4 For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.330.
6. Exhibit A, Scope of Services, Section 2, Scope of Work, Subsection 2.8, to read:
 - 2.8 The Contractor shall ensure staffing during State Fiscal Year 2019 includes one (1) full time Data Analyst to analyze and formulate procedures and controls in order to increase the efficiency of the Homeless Management Information System (HMIS) and related business operations. The Contractor shall ensure Data Analyst duties include, but are not limited to:

**NH Department of Health & Human Services
Emergency Solutions Grant Program Contract**



- 2.8.1 Gathering statistics from homeless service providers for the purpose of analyzing and developing reports for the Department, as well as public and federal entities
 - 2.8.2 Performing all duties in association with HMIS contract manager and Departmental administrator to prioritize projects and complete business objectives.
 - 2.8.3 Participating in meetings/discussions/committees with key agencies, providers and community organizations.
 - 2.8.4 Preparing answers to public information inquiries relative to homeless statistics.
 - 2.8.5 Defining detailed business information and application data requirements in coordination with assigned Department staff.
 - 2.8.6 Analyzing system errors and problems, recommend solutions, and provide technical assistance as necessary to end users.
 - 2.8.7 Collaborating with HMIS representatives on the coordination and implementation of system components, including screen forms and reports.
 - 2.8.8 Researching functional specifications for system changes, including but not limited resource estimates.
 - 2.8.9 Reviewing and analyzing HMIS statistical data, including data quality to ensure reports are accurate and timely.
 - 2.8.10 Collaborating with Department staff and statewide homeless service providers on data analysis, report production and data quality issues.
7. Exhibit B, Method and Conditions Precedent to Payment, Preamble, Emergency Solutions Grant, to read:
- A. Preamble – Emergency Solutions Grant
 - A.1. The following financial conditions apply to the scope of services as detailed in Exhibit A- Emergency Solutions Grant.
 - A.2. This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
 - A.2.1. NH General Fund: Not Applicable
 - A.2.2. Federal Funds: 100%
 - A.2.3. CFDA# 14.231
 - A.2.4. U.S. Department of Housing & Urban Development
 - A.2.5. Emergency Solutions Grant



**NH Department of Health & Human Services
Emergency Solutions Grant Program Contract**

A.2.6 Amount:	\$74,779	SFY 2017
	\$74,779	SFY 2018
	\$104,779	SFY 2019
	\$74,779	SFY 2020
	<u>\$74,779</u>	<u>SFY 2021</u>
	\$403,896	Total

8. Add Exhibit B-1, Budget – Amendment #1.
9. Add Exhibit B-2, Budget – Amendment #1.
10. Add Exhibit B-3, Budget – Amendment #1.
11. Add Exhibit K, DHHS Information Security Requirements



**NH Department of Health & Human Services
Emergency Solutions Grant Program Contract**

This amendment shall be effective 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**

5-15-18
Date

Christine Tappan
Christine Tappan
Associate Commissioner

Community Action Program of Belknap/Merrimack

5/02/2018
Date

Jeanne Agri
NAME Jeanne Agri
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 5/02/2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathy L. Howard
Kathy L. Howard, Notary Public
Name and Title of Notary or Justice of the Peace

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 19, 2018

NH Department of Health & Human Services
Emergency Solutions Grant Program Contract



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.
OFFICE OF THE ATTORNEY GENERAL

6/4/18
Date

Jill Perlen
Name: Jill Perlen
Title: Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Entity/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: Emergency Solutions Grant

Budget Period: 7/1/2018-6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Financed by DHS contracts share		
	Direct Personnel	Indirect Personnel	Total	Direct (Contractor)	Indirect (Contractor)	Total	Direct (DHS)	Indirect (DHS)	Total
1. Total Salaries/Wages	12,551.00	1,600.00	14,151.00	-	-	14,151.00	1,000.00	-	15,151.00
2. Employee Benefits	6,719.00	200.00	6,919.00	-	-	6,919.00	250.00	-	7,169.00
3. Commissions	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Laboratory	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	200.00	-	200.00	-	-	200.00	-	-	200.00
6. Travel	600.00	-	600.00	-	-	600.00	-	-	600.00
7. Occupancy	1,200.00	-	1,200.00	-	-	1,200.00	-	-	1,200.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	50.00	-	-	50.00	-	-	50.00
Postage	50.00	-	50.00	-	-	50.00	-	-	50.00
Reproduction	-	-	-	-	-	-	-	-	-
Audit and Legal	-	300.00	300.00	-	-	300.00	-	-	300.00
Insurance	250.00	-	250.00	-	-	250.00	-	-	250.00
Board Expenses	-	-	-	-	-	-	-	-	-
9. Benefits	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-
RHJ Rental Assistance	10,450.00	-	10,450.00	10,215.00	-	10,215.00	235.00	-	10,450.00
Prevention Rental Assistance	25,200.00	-	25,200.00	6,000.00	-	6,000.00	19,200.00	-	25,200.00
PHS	37,520.00	-	37,520.00	7,500.00	-	7,500.00	30,020.00	-	37,520.00
TOTAL	129,424.00	1,800.00	131,224.00	24,025.00	1,850.00	25,875.00	104,349.00	-	131,224.00

Direct As A Percent of Direct

1.3%

Contractor In State: 9A
 Date: 5.2.18

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc

Budget Request for: Emergency Solutions Grant

Budget Period: 7/1/2015-6/30/2020

Line Item	Total Program Cost			Contractor, Share / Match			Funded by DHHS contract share		
	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salary/Wages	\$ 15,205.00	\$ 1,000.00	\$ 16,205.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 15,205.00	\$ -	\$ 15,205.00
2. Employee Benefits	\$ 8,763.00	\$ 250.00	\$ 9,018.00	\$ -	\$ 250.00	\$ 250.00	\$ 8,763.00	\$ -	\$ 8,763.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communicators	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RRH Rental Assistance	\$ 39,450.00	\$ -	\$ 39,450.00	\$ 10,285.00	\$ -	\$ 10,285.00	\$ 29,165.00	\$ -	\$ 29,165.00
Prevention Rental Assistance	\$ 28,300.00	\$ -	\$ 28,300.00	\$ 8,860.00	\$ -	\$ 8,860.00	\$ 19,440.00	\$ -	\$ 19,440.00
TOTAL	\$ 91,924.00	\$ 1,550.00	\$ 93,474.00	\$ 17,145.00	\$ 1,640.00	\$ 18,785.00	\$ 74,778.00	\$ -	\$ 74,778.00

Indirect As A Percent of Direct 1.7%

Contractor Initials: *JA*

Date: 5.2.18

Exhibit 6-3 Amendment #1 Budget

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

State/Program Name: Community Action Program Bedford-Merrimack Counties Inc

Budget Request for: Emergency Solutions Grant

Budget Period: 07/2218-6/302021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Object Incremental	Project Funded	Total	Object Incremental	Project Funded	Total	Object Incremental	Project Funded	Total
1. Total Salary/Wages	18,201.00	1,800.00	19,201.00	-	1,000.00	1,700.00	18,201.00	-	19,201.00
2. Employee Benefits	8,708.23	258.00	9,019.00	-	250.00	250.00	8,708.00	-	9,009.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	200.00	-	200.00	-	-	-	200.00	-	200.00
6. Travel	300.00	-	300.00	-	-	-	300.00	-	300.00
7. Occupancy	1,200.00	-	1,200.00	-	-	-	1,200.00	-	1,200.00
8. Other Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	50.00	-	50.00	-	-	-	50.00	-	50.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	300.00	300.00	-	300.00	300.00	-	-	-
Insurance	250.00	-	250.00	-	-	-	250.00	-	250.00
Health Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
RRH Rental Assistance	18,450.00	-	18,450.00	18,201.00	-	18,201.00	29,183.00	-	29,183.00
Prevention Rental Assistance	25,150.00	-	25,150.00	6,860.00	-	6,860.00	19,440.00	-	19,440.00
TOTAL	91,214.00	1,858.00	93,478.00	17,141.00	1,250.00	18,631.00	74,778.00	-	74,778.00

Indirect As A Percent of Direct

1.3%

Contract # 2018-01

Date: 5.2.18

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



mall, 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

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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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

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- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
 Commissioner

Marilee Nihan, M.B.A.
 Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9196 1-800-852-3345 Ext. 9196
 FAX: 603-271-5139 TDD Access: 1-800-736-2964 www.dhhs.nh.gov

June 9, 2016 **G&C Approved**

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

Date 6/29/16
 Item # 16

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into agreements with the vendors listed below for the provision of Emergency Solutions Grant services in an amount not to exceed \$1,495,592, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2018. 100% Federal Funds.

Vendor	Vendor Number	Address	Amount
Community Action Partnership of Belknap and Merrimack County	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558
Community Action Program of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$149,558
Easter Seals of New Hampshire	177204-B005	555 Auburn Street Manchester, NH 03103	\$149,558
Harbor Homes, Inc.	155358-B001	45 High Street, Nashua, NH 03060	\$149,570
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558
Southwestern Community Services	177511-P001	63 Community Way Keene, NH	\$448,674
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558
The Way Home, Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558
		Total:	\$1,495,592

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAMS

Fiscal Year	Class	Title	Amount
2017	102-500731	Contracts for Program Svcs.	\$747,796
2018	102-500731	Contracts for Program Svcs.	\$747,796
		Total:	\$1,495,592

EXPLANATION

The purpose of these agreements is to provide Emergency Solutions Grant Program services, which includes interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families, from becoming homeless or the services assist individuals who are currently homes to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will also ensure that eligible individuals have access to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

In 2015 the Emergency Solutions Grant served 2,872 clients who were homeless or at imminent risk of homelessness. Of these 2,872 clients, 200 were veterans, 109 were chronically homeless, and 667 were in families with children.

A Request for Applications was posted to the Department's website from December 18, 2015 through February 5, 2016 to solicit vendors to provide Emergency Solutions Grant services. The Department received nine (9) applications in response to the Request for Applications. A team of individuals with program specific knowledge and experience evaluated the applications. One (1) application received by the Department did not comport with the services requested in the Request for Applications. Three (3) applications were from one (1) vendor. The Department selected seven (7) vendors with which to enter into eight (8) agreements. The bid sheet is attached.

This contract contains language that reserves the Department's right to renew services for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, individuals and families may not receive the emergency housing assistance necessary to prevent or reduce the risk of homelessness.

Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231

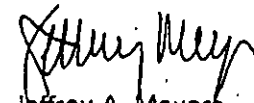
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan, MBA
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Emergency Solutions Grant (ESG)

#17-DHHS-DCBCS-BHHS-RFA-01

RFA Name

RFA Number

Reviewer Names

- Bidder Name**
1. Community Action Partnership of Strafford County
 2. Community Action Program, Belknap-Merrimack Counties, Inc.
 3. Easter Seals NH, Inc.
 4. Harbor Homes, Inc.
 5. Headrest, Inc.
 6. Southern NH Services
 7. Southwestern Community Services, Inc. - Cheshire
 8. Southwestern Community Services, Inc. - Sullivan
 9. The Bridge House, Inc.
 10. The Front Door Agency
 11. The Way Home

Pass/Fail	Maximum Points	Actual Points
	165	153
	165	153
	165	151
	165	164
	165	0
	165	158
	165	154
	165	154
	165	111
	165	161
	165	162

1. Melissa Hatfield, BHHS Program Specialist
2. Jule Lane, BHHS program Specialist
3. Kristi Trudel, Program Planning & Review Specialist
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: Emergency Solutions Grant Program (17-dhhs-bhhs-rfa-01)

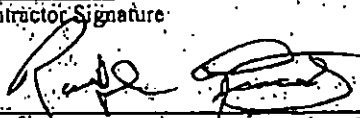
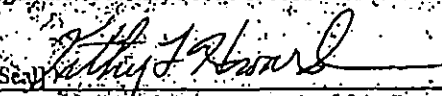
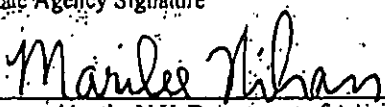
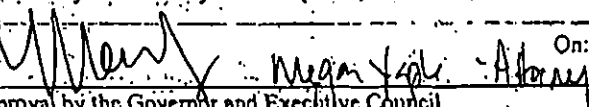
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program of Belknap/Merrimack County		1.4 Contractor Address PO Box 1016, 2 Industrial Park Drive, Concord, NH 03302-1016	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number: 05-95-42-423010-7927-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$149,558
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Merrimack</u> On <u>May 17, 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="float: right; font-size: small;"> KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Deputy Commissioner, DHHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. **EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

R.P.
5/17/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:

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

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2, 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. **WAIVER OF BREACH.** 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.

17. **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.

18. **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.

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to individuals and families in the Counties of Belknap and Merrimack who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:
 - 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, in accordance with 24 CFR 576. Income eligibility must be assessed every six (6) months of program participation. The Contractor shall ensure annual income:
 - 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
 - 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
 - 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.
 - 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:
 - 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
 - 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
 - 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.
 - 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program



Exhibit A

- 2.1.2.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be in accordance with HUD's preferred method of verification as noted in 24 CFR 576.
 - 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing shall meet 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.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$9,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.
 - 2.4.2. Rental assistance over no more than a nine (9) month period. The Contractor shall:

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program



Exhibit A

- 2.4.2.1. Enter into a rental assistance agreement with the owner/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/owner.
 - 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
 - 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
 - 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.
 - 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.
- 2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which includes but is not limited to:
- 2.5.1. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.
 - 2.5.2. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing.
- 2.6. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.
- 2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).
3. Reporting Requirements,
- 3.1. The contractor shall provide quarterly reports using HMIS data which include, number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter.
4. Deliverables of Services
- 4.1. The Contractor shall provide housing stabilization case management to a minimum of sixteen (16) households.
 - 4.2. The Contractor shall successfully and rapidly re-house ten (10) households in safe and sustained housing.
 - 4.3. The Contractor shall ensure all client level data in Section 2.7 is entered into NH HMIS within five (5) days of the client's entry into the program.

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8/27/16



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	Not applicable
Federal Funds:	100%
CFDA #:	14.231
Federal Agency:	U.S. Department of Housing & Urban Development
Program Title:	Emergency Solutions Grant
Amount:	\$74,779 SFY 2017
	\$74,779 SFY 2018
	\$149,558 Total

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed \$149,558.

2. REPORTS.

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines

[Handwritten Signature]
8/27/16



Exhibit B

established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment Requests on a monthly basis.

3.2.1. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

4.1. The State agrees to provide payment for actual costs up to \$149,558 as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.

4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

4.3. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR part 200.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

5.1 Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

5.1.2. The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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5/17/16



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: 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.
- 9.2. Audit Liabilities: 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.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]
Date *5/17/16*

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services; Disallowance of Costs:** 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.
13. **Credits:** 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:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities; Compliance with Laws and Regulations:** 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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "~~Financial Management Guidelines~~" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$2,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Exhibit C-1 - Revisions to General Provisions

Contractor Initials

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5/17/10



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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.

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

May 17, 2016
Date


Name: Ralph Littlefield
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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


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

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

May 17, 2016

Date


Name: Ralph Littlefield
Title: Executive Director



**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



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

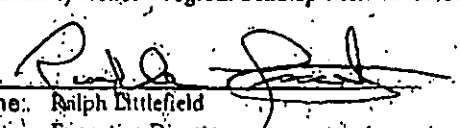
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (f)(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).


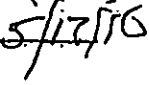
LOWER TIER COVERED TRANSACTIONS

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:
Community Action Program Belknap-Merrimack Counties, Inc.

May 17, 2016
Date


Name: Ralph Littlefield
Title: Executive Director



**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

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

Contractor Initials

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Date

5/17/10

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:
Community Action Program Belknap-Merrimack Counties, Inc.

May 17, 2016
Date


Name: Ralph Littlefield
Title: Executive Director

Exhibit G

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

Contractor Initials

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Date

5/17/16



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:
Community Action Program, Belknap, Merrimack Counties, Inc.

May 17, 2016
Date


Name: Ralph Littlefield
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY 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.

R-R

5/17/10



Exhibit I

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

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA, Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

~~d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business~~

R-E
5/17/10



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.



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

3/2014

Contractor Initials

Date

RR
5/2/10



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.



Exhibit I

- e. Severation. 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.

State of NH
The State

Marilee Nihan
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

5/24/16
Date

Community Action Program
Belknap-Merrimack Counties, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Ralph Littlefield
Name of Authorized Representative

Executive Director
Title of Authorized Representative

May 17, 2016
Date

R-N
5/17/16



**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.

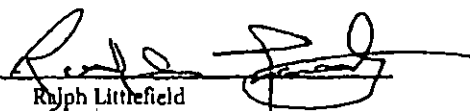
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:
Community Action Program Belknap-Merrimack Counties, Inc.

May 17, 2016
Date


Name: Ralph Littlefield
Title: Executive Director

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: 07-399-7504
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

AS
5/19/16

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

This Amendment to the Emergency Solutions Grant Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Partnership of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), as amended on June 20, 2018 (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631
4. Modify Exhibit A, Scope of Services, Section 4, Deliverables of Services, by adding Subsection 4.4 through Section 4.6 to read:
 - 4.4. The Department may annually conduct on-site reviews of the Contractor operations to ensure compliance with the contractual objectives.
 - 4.5. The Department may annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
 - 4.6. The Department may provide training for Contractor staff as needed.

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

6/16/2021

Date

DocuSigned by:
Christine Santaniello

Name: Christine Santaniello
Title: Director

Community Action Partnership of Strafford County

6/16/2021

Date

DocuSigned by:
Betsy Andrews Parker


Name: Betsy Andrews Parker
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/16/2021

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:

State of New Hampshire

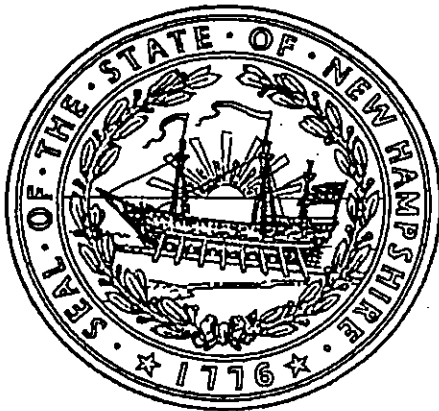
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65583

Certificate Number: 0005337935



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jean Miccolo, 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 Community Action Partnership of Strafford County.
(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 October 21__, 2020_, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Betsey Andrews Parker (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Acton Partnership of Strafford County 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: 5/24/2021

Jean Miccolo
Signature of Elected Officer
Name: Jean Miccolo
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2021

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

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

PRODUCER CGI Business Insurance 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4800 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	FAX (A/C, No): (866) 574-2443
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Action Partnership of Strafford County DBA: Strafford CAP 577 Central St, Ste 10 Dover NH 03820	INSURER A: Hanover Insurance Company	
	INSURER B: Eastern Alliance	
	INSURER C: Philadelphia Insurance	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 Master **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHVA192135	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ Included Professional Liability \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AWVA156930	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHVA192136	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	03-0000133794-03	12/31/2020	12/31/2021	<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
C	Directors & Officers EPLI and Crime Included		PHSD1536676	06/24/2020	06/24/2021	Per Occurrence 3,000,000 Agregate Limit 6,000,000	

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

Workers Comp 3A State: NH

CERTIFICATE HOLDER **CANCELLATION**

State of NH, DHHS 129 Pleasant St Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

MISSION

To educate, advocate and assist people
in Strafford County to help meet
their basic needs and promote
self-sufficiency



VISION

Working to eliminate poverty in
Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

FOR THE YEARS ENDED
DECEMBER 31, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORTS

Leone,
McDonnell
& Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2019 AND 2018

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To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2020, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

*Leon, McDonnell & Roberts
Professional Association*

June 24, 2020
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018**

	<u>ASSETS</u>	
	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,068,744	\$ 749,630
Accounts receivable	1,525,775	1,106,724
Contributions receivable	68,100	63,800
Tax credits receivable	-	250,000
Inventory	19,510	13,420
Prepaid expenses	<u>12,570</u>	<u>58,266</u>
Total current assets	<u>2,694,699</u>	<u>2,241,840</u>
NONCURRENT ASSETS		
Security deposits	5,350	5,350
Property, net of accumulated depreciation	4,815,150	3,827,963
Other noncurrent assets	<u>27,500</u>	<u>27,500</u>
Total noncurrent assets	<u>4,848,000</u>	<u>3,860,813</u>
TOTAL ASSETS	<u>\$ 7,542,699</u>	<u>\$ 6,102,653</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Demand note payable	\$ 105,432	\$ 165,432
Accounts payable	455,276	408,959
Accrued payroll and related taxes	193,430	161,566
Accrued compensated absences	84,272	94,084
Refundable advances	491,025	415,335
Other current liabilities	<u>4,955</u>	<u>79,421</u>
Total current liabilities	1,334,390	1,324,797
NONCURRENT LIABILITIES		
Long term debt	<u>2,566,846</u>	<u>2,814,690</u>
Total liabilities	<u>3,901,236</u>	<u>4,139,487</u>
NET ASSETS		
Without donor restrictions	3,330,373	1,307,042
With donor restrictions	<u>311,090</u>	<u>656,124</u>
Total net assets	<u>3,641,463</u>	<u>1,963,166</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,542,699</u>	<u>\$ 6,102,653</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2019**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	\$ 8,385,228	\$ -	\$ 8,385,228
Fees for service	2,026,319	-	2,026,319
Rent revenue	9,385	-	9,385
Public support	492,204	240,031	732,235
In-kind donations	699,583	-	699,583
Interest	335	-	335
Fundraising	25,334	-	25,334
	<hr/>	<hr/>	<hr/>
Total revenues and support	11,638,388	240,031	11,878,419
NET ASSETS RELEASED FROM RESTRICTIONS			
	<u>585,065</u>	<u>(585,065)</u>	<u>-</u>
Total revenues, support, and net assets released from restrictions	<u>12,223,453</u>	<u>(345,034)</u>	<u>11,878,419</u>
EXPENSES			
Program services			
Child services	4,467,961	-	4,467,961
Community services	1,084,934	-	1,084,934
Energy assistance	2,382,868	-	2,382,868
Housing	310,583	-	310,583
Weatherization	1,894,803	-	1,894,803
Workforce development	134,487	-	134,487
	<hr/>	<hr/>	<hr/>
Total program services	10,275,636	-	10,275,636
Supporting activities			
Management and general	834,730	-	834,730
Fundraising	93,752	-	93,752
	<hr/>	<hr/>	<hr/>
Total expenses	<u>11,204,118</u>	<u>-</u>	<u>11,204,118</u>
CHANGE IN NET ASSETS BEFORE NONCASH CONTRIBUTION			
	1,019,335	(345,034)	674,301
NONCASH CONTRIBUTION			
	<u>1,003,996</u>	<u>-</u>	<u>1,003,996</u>
CHANGE IN NET ASSETS			
	2,023,331	(345,034)	1,678,297
NET ASSETS, BEGINNING OF YEAR			
	<u>1,307,042</u>	<u>656,124</u>	<u>1,963,166</u>
NET ASSETS, END OF YEAR			
	<u>\$ 3,330,373</u>	<u>\$ 311,090</u>	<u>\$ 3,641,463</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2018**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	\$ 7,846,142	\$ -	\$ 7,846,142
Fees for service	1,773,136	-	1,773,136
Rent revenue	25,109	-	25,109
Public support	189,972	228,410	418,382
In-kind donations	645,330	-	645,330
Interest	2,582	-	2,582
Fundraising	34,146	-	34,146
	<hr/>	<hr/>	<hr/>
Total revenues and support	10,516,417	228,410	10,744,827
NET ASSETS RELEASED FROM RESTRICTIONS			
	<hr/>	<hr/>	<hr/>
	8,466	(8,466)	-
	<hr/>	<hr/>	<hr/>
Total revenues, support, and net assets released from restrictions	10,524,883	219,944	10,744,827
EXPENSES			
Program services			
Child services	3,890,640	-	3,890,640
Community services	861,420	-	861,420
Energy assistance	2,746,649	-	2,746,649
Housing	514,700	-	514,700
Weatherization	1,610,027	-	1,610,027
Workforce development	135,528	-	135,528
	<hr/>	<hr/>	<hr/>
Total program services	9,758,964	-	9,758,964
Supporting activities			
Management and general	956,693	-	956,693
Fundraising	70,343	-	70,343
	<hr/>	<hr/>	<hr/>
Total expenses	10,786,000	-	10,786,000
CHANGE IN NET ASSETS	(261,117)	219,944	(41,173)
NET ASSETS, BEGINNING OF YEAR	<hr/>	<hr/>	<hr/>
	1,568,159	436,180	2,004,339
NET ASSETS, END OF YEAR	<hr/>	<hr/>	<hr/>
	\$ 1,307,042	\$ 656,124	\$ 1,963,166

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,678,297	\$ (41,173)
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	175,101	115,671
Donated property and equipment	(1,003,996)	-
Decrease (increase) in assets:		
Accounts receivable	(419,051)	(12,263)
Contributions receivable	(4,300)	52,000
Tax credits receivable	250,000	(78,000)
Inventory	(6,090)	(1,888)
Prepaid expenses	45,696	(48,657)
Other noncurrent assets	-	(15,000)
Increase (decrease) in liabilities:		
Accounts payable	46,317	191,377
Accrued payroll and related taxes	31,864	24,118
Accrued compensated absences	(9,812)	(6,881)
Refundable advances	75,690	23,959
Other current liabilities	<u>(74,466)</u>	<u>58,632</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>785,250</u>	<u>261,895</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(158,292)</u>	<u>(80,315)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(158,292)</u>	<u>(80,315)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Return of deposit on building	-	200,000
Cash paid for debt issuance costs	-	(53,184)
Payments made on long-term debt	(247,844)	-
Net borrowings on demand note payable	<u>(60,000)</u>	<u>60,055</u>
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>(307,844)</u>	<u>206,871</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	319,114	388,451
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>749,630</u>	<u>361,179</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,068,744</u>	<u>\$ 749,630</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 160,999</u>	<u>\$ 40,830</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Donated property and equipment	<u>\$ 1,003,996</u>	<u>\$ -</u>
Property and equipment financed by long term debt	<u>\$ -</u>	<u>\$ 2,867,874</u>

See Notes to Financial Statements

<u>lion</u>	<u>Workforce Development</u>	<u>Total Program Services</u>	<u>Intermediate (Allocation) Pools</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
99	\$ 78,252	\$ 3,072,050	\$ 106,649	\$ 441,704	\$ 36,580	\$ 3,656,983
74	5,911	229,667	8,416	48,879	2,813	289,775
36	9,765	279,645	7,497	22,254	4,853	314,249
31	1,499	3,858,562	-	-	-	3,858,562
00	-	695,644	-	-	3,939	699,583
10	819	308,036	17,231	93,118	4,995	423,380
23	1,607	501,634	25,407	30,977	1,768	559,786
39	24,103	548,781	(439,922)	28,681	1,649	139,189
59	1,478	58,642	132,983	12,568	134	204,327
72	5,753	149,238	(12,262)	17,018	517	154,511
59	1,128	111,988	11,349	15,137	207	138,681
22	195	133,297	5,029	21,668	2,385	162,379
07	2,320	105,145	-	69,956	-	175,101
52	1,158	116,547	(23,504)	10,948	148	104,139
40	118	32,031	76	3,336	18,958	54,401
77	192	16,762	267	11,129	252	28,410
29	189	36,550	10,224	4,190	-	50,964
39	-	10,439	150,560	2,156	-	163,155
-	-	-	-	945	-	945
-	-	2,969	-	-	-	2,969
35	-	8,009	-	66	14,554	22,629
<u>03</u>	<u>\$ 134,487</u>	<u>\$ 10,275,636</u>	<u>\$ -</u>	<u>\$ 834,730</u>	<u>\$ 93,752</u>	<u>\$ 11,204,118</u>

<u>ation</u>	<u>Workforce Development</u>	<u>Total Program Services</u>	<u>Intermediate (Allocation) Pools</u>	<u>Management And General</u>	<u>Fundraising</u>	<u>Total</u>
728	\$ 70,677	\$ 2,790,212	\$ 126,143	\$ 518,114	\$ 27,189	\$ 3,461,658
909	6,251	239,281	9,926	41,023	2,119	292,349
943	8,774	244,440	11,689	32,291	3,107	291,527
818	10,302	4,067,975	-	-	-	4,067,975
-	-	638,320	2,345	-	4,665	645,330
774	719	382,682	18,196	67,945	228	469,051
061	3,153	275,608	34,905	14,984	1,412	326,909
392	25,418	455,160	(384,847)	57,802	2,159	130,274
27	1,210	18,050	118,877	24,103	7,575	168,605
762	3,735	132,169	(3,880)	18,286	439	147,014
899	1,203	112,376	14,743	12,239	190	139,548
750	-	85,649	327	44,322	1,299	131,597
-	2,320	94,150	-	21,521	-	115,671
339	1,339	107,678	(12,541)	11,221	978	107,336
297	150	12,172	52	4,210	5,060	21,494
218	179	16,099	307	5,290	31	21,727
030	98	73,591	63,582	-	1,314	138,487
080	-	6,043	-	35,506	-	41,549
-	-	-	-	44,219	-	44,219
-	-	7,309	176	3,617	12,578	23,680
027	\$ 135,528	\$ 9,758,964	\$ -	\$ 956,693	\$ 70,343	\$ 10,786,000

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

In addition to its administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measurable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

The financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958-210, the Agency is required to report information regarding its financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Agency or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

At December 31, 2019 and 2018, the Agency had net assets without donor and with donor restrictions.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Agency reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

Fair Value of Financial Instruments

Accounting Standard Codification No. 825, "Financial Instruments," requires the Agency to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, inventory, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximate fair value because of the short maturity of those instruments.

Inventory

Inventory materials are fixtures for installation and recorded at cost or contributed value, using the first-in, first-out method.

Property and Depreciation

Property and equipment, which have a cost greater than \$5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated \$175,101 and \$115,671 for the years ended December 31, 2019 and 2018, respectively.

Accrued Earned Time

The Agency has accrued a liability of \$84,272 and \$94,084 at December 31, 2019 and 2018, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years 2016 through 2019 and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Revenue Recognition Policy

The Agency derives revenue from grants, fees for services, donations, public support and fundraising. Revenues are recognized when control of these services are transferred to customers, in an amount that reflects the consideration the Agency expects to be entitled to in exchange for those services. Cost incurred to obtain a contract will be expensed as incurred when the amortization period is less than a year.

Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2019 and 2018 amounted to \$12,558 and \$22,000, respectively.

Debt Issuance Costs

As required under FASB Accounting Standards Update No. 2015-03, amortization expense for the years ended December 31, 2019 and 2018 amounted to \$2,156 and \$719, respectively and have been included with interest expense in the statement of activities for each year. The unamortized deferred financing costs have been included as a reduction of the long term debt (See Note 9).

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$177,259 and \$255,313 for the years ended December 31, 2019 and 2018, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$33,857 and \$150,442 for the years ended December 31, 2019 and 2018, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$397,292 and \$91,175, respectively, for the year ended December 31, 2019. For the year ended December 31, 2018, the estimated fair value of these food commodities and goods was determined to be \$181,461 and \$58,114, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Approved indirect rate

NOTE 2. PROPERTY

As of December 31, 2019 and 2018, property consisted of the following:

	<u>2019</u>	<u>2018</u>
Land, buildings and improvements	\$ 5,039,871	\$ 3,993,017
Furniture, equipment and machinery	600,526	562,450
Vehicles	<u>327,137</u>	<u>249,779</u>
Total	5,967,534	4,805,246
Less accumulated depreciation	<u>1,152,384</u>	<u>977,283</u>
Net property	<u>\$ 4,815,150</u>	<u>\$ 3,827,963</u>

NOTE 3. LIQUIDITY AND AVAILABILITY

The following represents the Agency's financial assets as of December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash	\$ 1,068,744	\$ 749,630
Accounts receivable	1,525,775	1,106,724
Contributions receivable	68,100	63,800
Tax credits receivable	<u>-</u>	<u>250,000</u>
Total financial assets	2,662,619	2,170,154
Less amounts not available to be used within one year:		
Board designated funds	<u>307,315</u>	<u>307,315</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,355,304</u>	<u>\$ 1,862,839</u>

The Agency's goal is generally to maintain financial assets to meet 30 days of operating expenses. As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

NOTE 4. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2019 and 2018. The Agency has no policy for charging interest on overdue accounts.

NOTE 5. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent promises to give, which have been made by donors but have not yet been received by the Agency. The Agency considers contributions receivable to be fully collectible; accordingly, no allowance for contributions receivable has been recorded. Total unconditional promises to give were as follows at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Within one year	\$ 38,057	\$ 28,300
In two to five years	<u>30,043</u>	<u>35,500</u>
	<u>\$ 68,100</u>	<u>\$ 63,800</u>

NOTE 6. TAX CREDIT PROGRAM

The New Hampshire Community Development Finance Authority's Tax Credit Program allows New Hampshire businesses to contribute to not-for-profit community, housing and economic development projects and receive a 75% New Hampshire state tax credit that can be applied against New Hampshire business profits, business enterprise and insurance premium taxes. Through this Tax Credit Program, the Agency did not recognize any revenue during the year ended December 31, 2019. For the year ended December 31, 2018, the Agency recognized contribution revenue of \$78,000. The total cumulative contribution revenue raised to date is \$250,000 as of December 31, 2019. At December 31, 2019, the Agency had no tax credits receivable. At December 31, 2018, the Agency had tax credits receivable of \$250,000.

NOTE 7. PLEGGED ASSETS

As described in Note 8, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement. As described in Note 9, the building of the Agency is pledged as collateral under the Agency's mortgage note payable agreement.

NOTE 8. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand, but in the absence of demand, is due in September 2020. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 5.75% and 6.50% at December 31, 2019 and 2018, respectively. The note is collateralized by all the assets of the Agency.

NOTE 9. LONG TERM DEBT

The long term debt at December 31, 2019 and 2018 consisted of the following:

	<u>2019</u>	<u>2018</u>
4.90% mortgage payable to Kennebunk Savings Bank with interest only payments for 36 months followed by principal and interest payments for 264 months for the first ten years. In 2028 principal and interest payments will adjust to 1.50% above the highest five-year Federal Home Loan Bank of Boston. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	\$ 2,143,096	\$ 2,347,874
5.00% mortgage payable to the New Hampshire Community Loan Fund of interest only payments for 36 months followed by principal and interest payments for 264 months. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	<u>474,778</u>	<u>520,000</u>
Total long term debt before unamortized debt issuance costs	2,617,874	2,867,874
Unamortized deferred financing cost	<u>(51,028)</u>	<u>(53,184)</u>
Total long term debt	<u>\$ 2,566,846</u>	<u>\$ 2,814,690</u>

The schedule of maturities of long term debt at December 31, 2019 is as follows:

<u>Year Ended December 31</u>	<u>Amount</u>
2020	\$ -
2021	18,343
2022	75,657
2023	79,448
2024	83,430
Thereafter	<u>2,360,996</u>
Total	<u>\$ 2,617,874</u>

NOTE 10. NET ASSETS

At December 31, 2019 and 2018, net assets with donor restrictions consisted of the following:

	<u>2019</u>	<u>2018</u>
Summer Meals	\$ 11,914	\$ 51,621
Building Campaign	27,891	488,385
Security deposits	51,584	32,145
Whole Family	163,738	-
Revolving loan fund	-	52,736
Fuel assistance	33,995	23,566
Weatherization	3,434	7,671
Coordinated entry	8,147	-
Holiday baskets	3,985	-
Food pantry	2,521	-
Special events	<u>3,881</u>	<u>-</u>
Total	<u>\$ 311,090</u>	<u>\$ 656,124</u>

At December 31, 2019 and 2018, net assets without donor restrictions consisted of the following:

	<u>2019</u>	<u>2018</u>
Undesignated	\$ 3,023,058	\$ 999,727
Board designated	<u>307,315</u>	<u>307,315</u>
Total net assets without donor restrictions	<u>\$ 3,330,373</u>	<u>\$ 1,307,042</u>

NOTE 11. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various leases. For the years ended December 31, 2019 and 2018, the annual lease/rent expense for the leased facilities was \$111,043 and \$117,534, respectively. Certain equipment is leased by the Agency under the terms of various leases.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>December 31</u>	<u>Amount</u>
2020	\$ 64,073
2021	19,633
2022	15,697
2023	1
2024	<u>1</u>
Total	<u>\$ 99,405</u>

NOTE 12. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally, the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however, employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2019 and 2018 totaled \$28,408 and \$21,727, respectively.

NOTE 13. CONCENTRATION OF RISK

The Agency receives a majority of its support from federal and state governments. For the years ended December 31, 2019 and 2018, approximately 81% and 90%, respectively, of the Agency's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Agency's programs and activities.

NOTE 14. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of \$250,000.

NOTE 15. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2019 and 2018.

NOTE 16. NONCASH CONTRIBUTION

During the year ended December 31, 2019, the Agency received land and property as a contribution. The contribution has been recorded at the fair value of the land and property, totaling \$1,003,996. Additionally, the Agency received \$130,000 from the contributor, resulting in a total contribution of \$1,133,996.

NOTE 17. SUBSEQUENT EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Agency's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Agency's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. COVID-19 also makes it more challenging for management to estimate future performance of the Agency, particularly over the near to medium term.

The Agency has remained proactive with its current funding sources, as well as programs being made available during the COVID-19 pandemic. Prior to issuance of the audit report, the Agency was able to secure a loan from the Payroll Protection Program (PPP) offered under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Agency received loan proceeds in the amount of \$97,500. The PPP may be up to 100% forgivable if the funds are used for certain expenses as specified by the program.

If the Agency does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first six months. The Agency intends to use the proceeds for purposes consistent with the PPP. While the Agency currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, we cannot assure you that the Agency will be eligible for forgiveness of the loan, in whole or in part.

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through June 24, 2020, the date the December 31, 2019 financial statements were available for issuance.

<u>PROUGH Y'S NAME</u>	<u>GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	
ation	4300-ZZZ	\$	117,993
ation	4300-ZZZ	\$	94,468
ation	At-Risk After School Care Centers	<u>94,387</u>	188,855
ership	None		<u>397,292</u>
		\$	<u>704,140</u>
	Dover Housing Authority	\$	30,662
	City of Dover	\$	27,802
	City of Rochester	<u>51,356</u>	79,158
th and Human Services	05-95-42-423010-7927-102-500731		55,255
th and Human Services	05-95-42-423010-7927-102-500731		52,224
rvices	Community Partners		<u>434</u>
		\$	<u>217,733</u>
	2016-0003	\$	28,290
	2016-0003	<u>28,612</u>	56,902
		\$	<u>56,902</u>
f Energy & Community Services	01-02-02-024010-7706-074-500587	\$	164,711
		\$	<u>164,711</u>
ind Adult services	010-048-7872-512-0352	\$	2,720
th and Human Services,	05-95-48-48010-78720000-512-500352	<u>19,394</u>	\$ 22,114
th and Human Services, DPH,	05-95-90-902010-5896		184,436
Children, Youth and Families	05-095-042-421010-29730000-102-500734-42107306		9,557
Children, Youth and Families	05-095-045-450010-61480000-502-500891-42106603	162,321	
	13-DHHS-BWW-CSP-05	<u>94,698</u>	257,019
f Energy & Planning	01-02-02-024010-77050000-074-500587	2,234,146	
f Energy & Planning	01-02-02-024010-77050000-074-500587	<u>180,189</u>	2,414,335
	05-95-045-450010-71480000-102-500731		357,287
	01CH996002 & 01HP000702		3,752,019
Children, Youth and Families	05-095-042-421010-29680000-102-500734-42106802		624
Children, Youth and Families	05-095-042-421010-29660000-102-500734-42106603		<u>35,836</u>
		\$	<u>7,033,227</u>
		\$	<u>8,176,713</u>
		\$	<u>1,609,636</u>

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2019**

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2019. 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 Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3. INDIRECT COST RATE

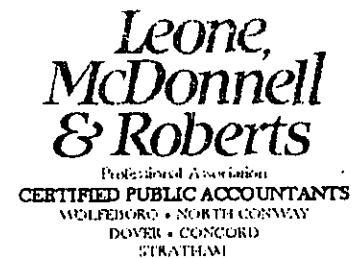
Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4. FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5. SUBRECIPIENTS

Community Action Partnership of Strafford County had no subrecipients for the year ended December 31, 2019.



COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows, and the related notes to the financial statements, and have issued our report thereon dated June 24, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Partnership of Strafford County'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 financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County'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 and therefore, material weaknesses or significant deficiencies may exist that have not been identified. 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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Partnership of Strafford County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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 organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leon, McDonnell & Roberts
Professional Association

June 24, 2020
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2019. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' 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 Community Action Partnership of Strafford County'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 U.S. Code of Federal Regulations 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 Community Action Partnership of Strafford County'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 Community Action Partnership of Strafford County's compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County 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 December 31, 2019.

Report on Internal Control Over Compliance

Management of Community Action Partnership of Strafford County 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 Community Action Partnership of Strafford County'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 Community Action Partnership of Strafford County'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.

*Leont, McDonnell & Roberts
Professional Association*

June 24, 2020
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs:
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568, and U.S. Department of Agriculture, Child Nutrition Cluster, CFDA, 10.555 (National School Lunch Program), and CFDA, 10.559 (Summer Food Service Program for Children). **NON-FEDERAL**, Eversource Energy Service Company, Home Energy Assistance Program.
8. The threshold used for distinguishing between Type A and B programs was \$750,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2019**

A. FINDINGS – FINANCIAL STATEMENTS AUDIT

2018-001 General Ledger Close and Adjusting Journal Entries

Condition: A significant quantity of adjusting journal entries were provided by the Organization during the audit. Significant adjusting entries related to the following areas: cash, accrued payroll, pledges receivable and property. The adjusting entries were provided by management, and in certain cases, identified by the auditor.

Recommendation: Procedures should be implemented to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Current status: The recommendation was adopted during 2019.

2018-002 Monthly Reconciliations

Condition: Various statement of financial position accounts were not being reconciled to their subsidiary ledgers on a monthly basis.

Recommendation: Procedures should be implemented to ensure all monthly reconciliations are being performed.

Current status: The recommendation was adopted during 2019.



2021 Board of Directors

Alan Brown, Chair
Kristen Collins, Vice Chair
Terry Jarvis, Treasurer
Jean Miccolo, Secretary
Hope Morrow Flynn
Alison Dorow
Marc Theriault
Petros Lazos
Thomas Levasseur
Don Chick
Cindy Brown
Jason Thomas
Alli Morris
Maureen Staples
Tori Bird
Kathleen Sarles
Jessica Pertiello-Bull

Community Action Partnership of Strafford County
Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-435-2500
Mailing address: P.O. Box 160, Dover, NH 03821-0160

Outreach Offices:

61 Locust Street, Dover 603-460-4237
527 Main Street, Farmington 603-460-4313

Head Start Centers:

62A Whittier Street, Dover 603-285-9460
120 Main Street, Farmington 603-755-2883
55 Industrial Drive, Milton 603-652-0990
150 Wakefield Street, Rochester 603-285-9461
184 Maple St. Ext., Somersworth 603-817-5458

Sharon A. Tarleton

Education

Bachelor of Arts in Psychology and Sociology

University of New Hampshire Durham, NH

May 2014

- Summa cum laude
- Minors: Classics and Political Science
- Office of Student Leadership and Involvement Movers & Shakers Award recipient

Related Experience

Workforce Development/ Case Management

- Administration of assessments geared toward identifying a career pathway
- Proficient in public speaking including delivering workplace trainings
- Development of new work experience internship host sites based on job seeker interests
- Cultivation of employment opportunities through city, community and state resources
- Creation and revision of curriculum utilizing Microsoft Word, Excel, Access, Powerpoint
- Familiarity with publications pertaining to regional economic development
- Assistance with grant administration & dissemination of funds

Collegiate Enhancement

- Adaptation of departmental policy through collaboration with faculty and graduates
- Representation of the department at NEASC delegation
- Recruitment of undergraduates to publish their research
- Solicitation of internal opinions in order to increase appeal for potential new majors
- Forthrightly expressed concerns in order to sufficiently address them

Education and Community Outreach

- Navigation of new school-wide academic portal including creation of student profiles
- Fostering a person-centered environment leading to genuine relationships
- Mentorship through afterschool enrichment activities and tutoring
- Professional development surrounding psychology of learning and buy-in strategies
- Participation in staff committees to improve learning, social culture and credentialing

Customer Service

- Expedient assessment and fulfillment of customer needs
- Communicative of extensive knowledge of products and services
- Development of substantial customer base through rapport building
- Ability to act quickly and professionally under strict time constraints

Employment and Volunteer History

- | | | |
|---------------------------|------------------------------|--------------------|
| • CAP – Strafford County | Agency Case Manager | Dec 2017-present |
| | NHEP Program Specialist | July 2016-Dec 2017 |
| • SAU 56 – Somersworth | Title I Literacy Coach | Oct 2014-June 2016 |
| | Substitute Teacher | Oct 2013-Oct 2014 |
| • UNH Sociology Dept. | Undergraduate Representative | Sept 2012-May 2014 |
| • Momma D's Casa di Pasta | Server/Host | July 2012-Oct 2013 |

**Community Action Partnership of Strafford County
State of New Hampshire – Emergency Solutions Grant Program
Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sharon Tarleton	Economic Stability & Case Management Supervisor	\$49,920.00	35%	17,472.00



Jeffrey A. Meyers
Commissioner

Christinae Tappan
Associate Commissioner

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MAC

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 13, 2018

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, Bureau of Homeless and Housing Services, to exercise renewal options to existing agreements and enter into one (1) sole source contract with the vendors identified below, for the provision of Emergency Solutions Grant Services by increasing the price limitation to by \$2,049,033 from \$1,196,464 to \$3,245,497 and by extending the completion date of some contracts from June 30, 2018 to June 30, 2021 effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreements on June 29, 2016 (item #16). 100% Federal Funding

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Community Action Program Belknap and Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558	\$254,337	\$403,895	O: 06/29/16 #16
Community Action Program of Strafford	177200-B004	642 Central Avenue, Dover, NH 03820	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southwestern Community Services	177511-P001	63 Community Way, Keene NH 03431	\$448,674	\$448,674	\$897,348	O: 06/29/16 #16
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558	\$448,674	\$598,232	O: 06/29/16 #16
The Way Home Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Tri County Community Action Program, Inc.	177195-B009	30 Exchange Street Berlin, NH 03570	\$0	\$224,337	\$224,337	New Sole Source
Totals:			\$1,196,464	\$2,049,033	\$3,245,497	

Funds to support this request are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020 and 2021, upon appropriation of continued funding with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7927-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2018	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2019	102-500731	Contracts for Program Services	\$0.00	\$703,011	\$703,011
2020	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
2021	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
		Total:	\$1,196,464	\$2,049,033	\$3,245,497

EXPLANATION

The request to enter into contract with Tri County is sole source because an increase in administrative staffing and internal organizational structure has allowed for Tri-County to more efficiently meet the needs of individuals and or families who are homeless and or at risk of becoming homeless. Previously Southwestern Community Services had funding to serve the North Country population and had formal agreements with Tri-County CAP to administer funds for the Northern region of the state. Funds have been moved from Southwestern Community Services and moved into the Tri County CAP sole source contract to allow Bureau of Housing Supports to contract directly with Tri-County CAP to serve the Northern population. No other agency at this time is able to serve the homeless population in the northern region with the knowledge and resources that Tri-County CAP possesses.

Exhibit C-1 of the Tri County contract includes language that reserves the Department's right to extend contract services for up to three (3) years contingent upon the vendor providing satisfactory services, availability of continued funding and approval from the Governor and Executive Council.

The purpose of this request is for the continuation of Emergency Solutions Grant Program services to individuals who are homeless or at risk of becoming homeless. Services include interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals, and families from becoming homeless and assist individuals who are currently homeless to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will refer eligible individuals to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennia.

All contracts being renewed include renewal language in Exhibit C-1, Revisions to General Provisions, paragraph 4 for up to three (3) years contingent upon satisfactory services, continued funding and approval from the Governor and Executive Council.

The Department supports the request to renew services as the vendors have provided services that have met federal and state statutory regulations to provide services to homeless and at risk individuals in accordance to Emergency Solutions Grant provisions.

Should the Governor and Executive Council not authorize this request, individuals and/or households may not receive interventions that have a direct and positive impact on housing stability which may increase the risk of homelessness or unsafe living arrangements. Without such services individuals may not receive rental assistance, utility payments and case management assistance in order to overcome immediate barriers to obtaining housing. Additionally without the Housing Relocation and Stabilization services individuals may not have the opportunity to remain stably housed though effective case management. Individuals may not have referrals to life skill training such as budgeting and resume writing classes, job search assistance and interview skills training.

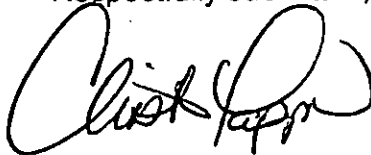
Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231, FAIN E17DC330001

In the event that federal funds become no longer available, general funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



for Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Emergency Solutions Grant Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment #1") dated this 22nd day of February 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 642 Central Avenue, Dover, NH, 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 4 of the agreement the parties may amend and renew the agreement for up to three (3) years upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to exercise the renewal options available and increase the price limitation at level funding; 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 Provision, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$373,895
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maris Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number to read:
(603) 271-9330.
5. Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.4, to read:
1.4 For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.330.
6. Exhibit B, Method and Conditions Precedent to Payment, Preamble, Emergency Solutions Grant, to read:
A. Preamble – Emergency Solutions Grant

A.1. The following financial conditions apply to the scope of services as detailed in Exhibit A-



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**

Emergency Solutions Grant.

A.2. This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

A.2.1. NH General Fund: Not Applicable

A.2.2. Federal Funds: 100%

A.2.3. CFDA# 14.231

A.2.4. U.S. Department of Housing & Urban Development

A.2.5. Emergency Solutions Grant

A.2.6 Amount: \$74,779 SFY 2017

\$74,779 SFY 2018

\$74,779 SFY 2019

\$74,779 SFY 2020

\$74,779 SFY 2021

\$373,895 Total

7. Add Exhibit B-1, Budget – Amendment #1.

8. Add Exhibit B-2, Budget – Amendment #1.

9. Add Exhibit B-3, Budget – Amendment #1.

10. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract

This amendment shall be effective 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

5-15-18
Date

[Signature]
Christine Tappan
Associate Commissioner

Community Action Partnership of Strafford County

4/25/18
Date

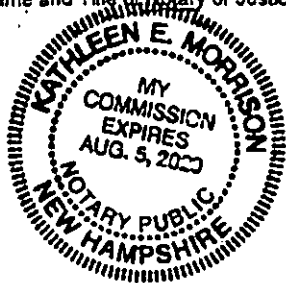
[Signature]
NAME Betsy Andrews Parker
TITLE CEO

Acknowledgement:

State of NH, County of Strafford on April 25th, 2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.
OFFICE OF THE ATTORNEY GENERAL

6/4/18
Date

Jill Perlow
Name: Jill Perlow
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Bidder/Program Name: Community Action Partnership of Stratford County

Budget Request for: Emergency Solutions Grant

Budget Period: July 1, 2018-June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share:		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 34,324.50	\$ -	\$ 34,324.50	\$ 18,694.75	\$ -	\$ 18,694.75	\$ 19,629.75	\$ -	\$ 19,629.75
2. Employee Benefits	\$ 6,543.25	\$ -	\$ 6,543.25	\$ -	\$ -	\$ -	\$ 6,543.25	\$ -	\$ 6,543.25
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Acid and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost rate	\$ -	\$ 12,039.42	\$ 12,039.42	\$ -	\$ 12,039.42	\$ 12,039.42	\$ -	\$ -	\$ -
Rapid Rehousing	\$ 20,164.00	\$ -	\$ 20,164.00	\$ -	\$ -	\$ -	\$ 20,164.00	\$ -	\$ 20,164.00
Homeless Prevention	\$ 19,442.00	\$ -	\$ 19,442.00	\$ -	\$ -	\$ -	\$ 19,442.00	\$ -	\$ 19,442.00
TOTAL	\$ 83,673.75	\$ 12,039.42	\$ 95,713.17	\$ 18,694.75	\$ 12,039.42	\$ 30,734.17	\$ 74,778.00	\$ -	\$ 74,778.00

Indirect As A Percent of Direct

16.1%

Contractor Name: **EAP**
 Date: **7/25/18**

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

Bidder/Program Name: Community Action Partnership of Strafford County

Budget Request for: Emergency Solutions Grant

Budget Period: July 1, 2019-June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 36,374.56	\$ -	\$ 36,374.56	\$ 18,694.78	\$ -	\$ 18,694.78	\$ 19,679.78	\$ -	\$ 19,679.78
2. Employee Benefits	\$ 6,543.25	\$ -	\$ 6,543.25	\$ -	\$ -	\$ -	\$ 6,543.25	\$ -	\$ 6,543.25
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Contract Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Barter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify dollar amount):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost rate	\$ -	\$ 12,038.42	\$ 12,038.42	\$ -	\$ 12,038.42	\$ 12,038.42	\$ -	\$ -	\$ -
Rapid Rehousing	\$ 28,184.00	\$ -	\$ 28,184.00	\$ -	\$ -	\$ -	\$ 28,184.00	\$ -	\$ 28,184.00
Homeless Prevention	\$ 19,442.00	\$ -	\$ 19,442.00	\$ -	\$ -	\$ -	\$ 19,442.00	\$ -	\$ 19,442.00
TOTAL	\$ 63,473.78	\$ 12,038.42	\$ 75,512.20	\$ 18,694.78	\$ 12,038.42	\$ 30,733.20	\$ 74,178.00	\$ -	\$ 74,178.00

Indirect As A Percent of Direct 16.1%

Contractor Initials: *EAP*
Date: *4/25/18*

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

Bidder/Program Name: Community Action Partnership of Stafford County

Budget Request for: Emergency Solutions Grant

Budget Period: July 1, 2020 June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 34,574.60	\$ -	\$ 34,574.60	\$ 16,284.78	\$ -	\$ 16,284.78	\$ 19,620.76	\$ -	\$ 19,620.76
2. Employee Benefits	\$ 6,643.25	\$ -	\$ 6,643.25	\$ -	\$ -	\$ -	\$ 6,643.25	\$ -	\$ 6,643.25
3. Conferences	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ 12,038.42	\$ 12,038.42	\$ -	\$ 12,038.42	\$ 12,038.42	\$ -	\$ -	\$ -
Indirect cost rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rapid Rehousing	\$ 26,184.00	\$ -	\$ 26,184.00	\$ -	\$ -	\$ -	\$ 26,184.00	\$ -	\$ 26,184.00
Homeless Prevention	\$ 19,447.00	\$ -	\$ 19,447.00	\$ -	\$ -	\$ -	\$ 19,447.00	\$ -	\$ 19,447.00
TOTAL	\$ 81,473.78	\$ 12,038.42	\$ 93,512.20	\$ 16,284.78	\$ 12,038.42	\$ 28,323.20	\$ 74,778.00	\$ -	\$ 74,778.00

Included As A Percent of Direct 10.1%

Contractor Initials: *Eap*
Date: 4/25/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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



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

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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



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.).

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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

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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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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4/25/18



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Marilee Nihan, M.B.A.
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196

FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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B...

G&C Approved

June 9, 2016

Date

6/29/16

Item #

16

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into agreements with the vendors listed below for the provision of Emergency Solutions Grant services in an amount not to exceed \$1,495,592, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2018. 100% Federal Funds.

Vendor	Vendor Number	Address	Amount
Community Action Partnership of Belknap and Merrimack County	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558
Community Action Program of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$149,558
Easter Seals of New Hampshire	177204-B005	555 Auburn Street Manchester, NH 03103	\$149,558
Harbor Homes, Inc.	155358-B001	45 High Street Nashua, NH 03060	\$149,570
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558
Southwestern Community Services	177511-P001	63 Community Way Keene, NH	\$448,674
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558
The Way Home, Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558
Total:			\$1,495,592

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-96-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAMS

Fiscal Year	Class	Title	Amount
2017	102-500731	Contracts for Program Svcs.	\$747,796
2018	102-500731	Contracts for Program Svcs.	\$747,796
		Total:	\$1,495,592

EXPLANATION

The purpose of these agreements is to provide Emergency Solutions Grant Program services, which includes interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families, from becoming homeless or the services assist individuals who are currently homes to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will also ensure that eligible individuals have access to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

In 2015 the Emergency Solutions Grant served 2,872 clients who were homeless or at imminent risk of homelessness. Of these 2,872 clients, 200 were veterans, 109 were chronically homeless, and 667 were in-families with children.

A Request for Applications was posted to the Department's website from December 18, 2015 through February 5, 2016 to solicit vendors to provide Emergency Solutions Grant services. The Department received nine (9) applications in response to the Request for Applications. A team of individuals with program specific knowledge and experience evaluated the applications. One (1) application received by the Department did not comport with the services requested in the Request for Applications. Three (3) applications were from one (1) vendor. The Department selected seven (7) vendors with which to enter into eight (8) agreements. The bid sheet is attached.

This contract contains language that reserves the Department's right to renew services for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, individuals and families may not receive the emergency housing assistance necessary to prevent or reduce the risk of homelessness.

Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan, MBA
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Emergency Solutions Grant (ESG)

17-DHHS-DCBCS-BHHS-RFA-01

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. **Community Action Partnership of Strafford County**
2. **Community Action Program, Belknap-Merrimack Counties, Inc.**
3. **Easter Seals NH, Inc.**
4. **Harbor Homes, Inc.**
5. **Headrest, Inc.**
6. **Southern NH Services**
7. **Southwestern Community Services, Inc. - Cheshire**
8. **Southwestern Community Services, Inc. - Sullivan**
9. **The Bridge House, Inc.**
10. **The Front Door Agency**
11. **The Way Home**

Pass/Fail	Maximum Points	Actual Points
	165	153
	165	153
	165	161
	165	164
	165	0
	165	158
	165	154
	165	154
	165	111
	165	161
	165	162

1. **Melissa Hatfield, BHHS Program Specialist**
2. **Julie Lane, BHHS program Specialist**
3. **Kristi Trudel, Program Planning & Review Specialist**
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject:

Emergency Solutions Grant Program (17-bhhs-rfa-01)

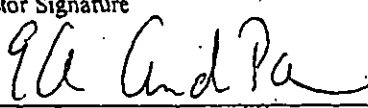
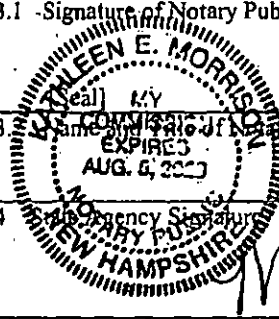
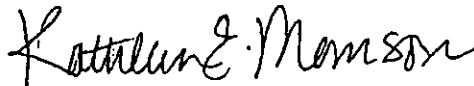

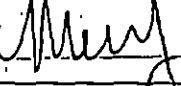
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Community Action of Strafford County		1.4 Contractor Address PO Box 160, Dover, NH 03301	
1.5 Contractor Phone Number 603-435-2500	1.6 Account Number: 05-95-42-423010-7927-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$149,558
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Betsy Andrews Parker Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> . On <u>May 13th 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Kathleen E. Morrison, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Deputy Commissioner, DHHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York, Attorney On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. **WAIVER OF BREACH.** 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.

17. **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.

18. **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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to individuals and families in the Counties of Rockingham and Strafford who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:
 - 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, in accordance with 24 CFR 576. Income eligibility must be assessed every six (6) months of program participation. The Contractor shall ensure annual income:
 - 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
 - 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
 - 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.
 - 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:
 - 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
 - 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
 - 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.
 - 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program



Exhibit A

- 2.1.2.5. Eligibility information; including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be in accordance with HUD's preferred method of verification, as noted in 24 CFR 576.
 - 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing shall meet 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.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$9,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.
 - 2.4.2. Rental assistance over no more than a nine (9) month period. The Contractor shall:

[Signature]
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Exhibit A

- 2.4.2.1. Enter into a rental assistance agreement with the owner/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/owner.
 - 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
 - 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
 - 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.
 - 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.
- 2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which includes but is not limited to:
- 2.5.1. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.
 - 2.5.2. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing
- 2.6. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.
- 2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).
- 3. Reporting Requirements**
- 3.1. The contractor shall provide quarterly reports using HMIS data which include, number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter.
- 4. Deliverables of Services**
- 4.1. The Contractor shall provide housing stabilization case management to a minimum of sixteen (16) households.
- 4.2. The Contractor shall successfully and rapidly re-house ten (10) households in safe and sustained housing.
- 4.3. The Contractor shall ensure all client level data in Section 2.7 is entered into NH HMIS within five (5) days of the client's entry into the program.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant:

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	Not applicable
Federal Funds:	100%
CFDA #:	14.231
Federal Agency:	U.S. Department of Housing & Urban Development
Program Title:	Emergency Solutions Grant
Amount:	\$74,779 SFY 2017 \$74,779 SFY 2018 \$149,558 Total

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed \$149,558.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY THE STATE.

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines



Exhibit B

established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment requests on a monthly basis.

3.2.1. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

4.1. The State agrees to provide payment for actual costs up to \$149,558 as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.

4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

4.3. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR part 200.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

~~5.1.2. The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.~~

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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5/3/16



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
- 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** 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.
13. **Credits:** 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:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property ~~damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence~~ with additional general liability umbrella insurance coverage of not less than \$2,000,000 per occurrence; and
4. The Division reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Exhibit C-1 - Revisions to General Provisions

Contractor Initials

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 GRANTEEES 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.

Contractor Name:

5/13/16
Date

GA And Pan
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/13/16
Date

[Signature]
Name:
Title:

GAP

5/13/16



**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



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 (11)(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:

5/13/16
Date

E. A. Am Pa
Name:
Title:

Contractor Initials

EAP
5/13/16
Date



**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

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

Contractor Initials

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Date

5/13/16

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:

5/13/16
Date

J.A. Amato
Name:
Title:

Exhibit G

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

Contractor Initials

EAP

Date 5/13/16



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:

5/13/16
Date

GA Anne Pa
Name:
Title:



Exhibit I

**HEALTH INSURANCE PORTABILITY 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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Contractor Initials

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Date

5/13/16



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

EAP

5/13/16



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

EMP

5/13/16



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

EAP

Date

5/3/16



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) l, 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.

State of NH.
The State

Marilee Nihan
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

5/24/16
Date

Community Action Partnership of
Name of the Contractor Strafford County

[Signature]
Signature of Authorized Representative

Betsy Andrews Parker
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

May 13, 2016
Date



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

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

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

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

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

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

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

Contractor Name:

5/13/16
Date

Ed AnR
Name:
Title:

Contractor Initials EAP
Date 5/13/16



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: 099356586
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Eap
5/13/16

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), as amended on March 21, 2018 (Item #9A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended) and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, Easter Seals New Hampshire as of July 1st, 2021 shall be acquiring The Way Home, Inc. and any future delivery of services and/or funding on their behalf; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631
4. Modify Exhibit A, Scope of Services, Section 4, Deliverables of Services, by adding Subsection 4.4 through Section 4.6 to read:
 - 4.4. The Department may annually conduct on-site reviews of the Contractor operations to ensure compliance with the contractual objectives.
 - 4.5. The Department may annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
 - 4.6. The Department may provide training for Contractor staff as needed.

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

6/17/2021

Date

DocuSigned by:
Christine Santaniello

Name: Christine Santaniello
Title: Associate Commissioner

6/16/2021

Date

Easter Seals New Hampshire

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

6/18/2021

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:

State of New Hampshire

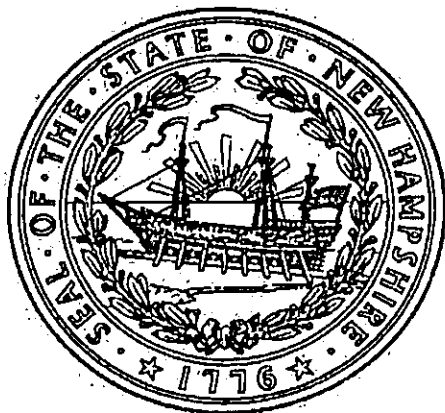
Department of State

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 "William M. 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)

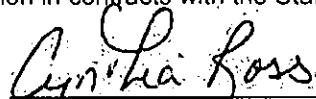
is duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State

(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: 6/10/2021



Signature of Elected Officer

Name: Cynthia Ross

Title: Assistant Secretary

Client#: 497072

EASTESEAT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2020

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

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

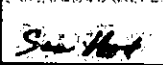
PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	PHPK2172625	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	PHPK2172623	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K	X X	PHUB735674	09/01/2020	09/01/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP		PHPK2172625	09/01/2020	09/01/2021	\$1,619,050 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Supplemental Names: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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.



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: FAX (A/C, No): JAG, No, Ext: 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 B:															
INSURER C:															
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 - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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	N/A	406-733761-8	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

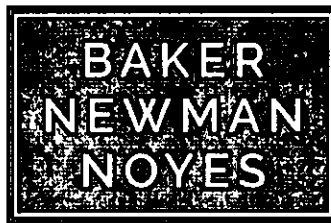
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Farnum Center

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>
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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

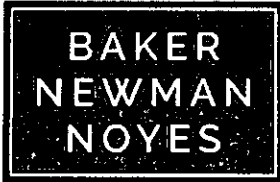
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SINGLE AUDIT ACT REPORTS

August 31, 2020

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Notes to Schedule of Expenditures of Federal Awards	9
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Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com

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



**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? X yes 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.



NH, VT, ME & Farnum

Chairman

Matthew Boucher

Past Chairman

Andrew MacWilliam

Vice Chairman

Thomas Sullivan

Vice Chairman

Charles Goodwin

Treasurer

Bryan Bouchard

Assistant Treasurer

Charles Panasis

Secretary

Mary Flowers

General Counsel & Assistant Secretary

Bradford Cook (non-voting)

2021 Board of Directors

Trevor Arp

Gregory Baxter, MD

Dennis Beaulieu

James Bee

Tom Bullock

Rick Courtemanche

Eddie Edwards

Elizabeth Hitchcock

William Lambrukos

Lucy Lange

Bob Litterst

Tracey Pelton

Richard Rawlings

Linda Roth

Mark Sandler

Sanjeev Srinivasan

Paul Voegelin

Rob Wiczorek

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

Southern New Hampshire University, Manchester, NH

January 2008

Bachelor of Arts in Business

Saint Anselm College, Manchester, NH

May 2004

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Diocesan School Board – New Hampshire

Goffstown Junior Baseball Board

Sept. 2010 – Sept. 2016

June 2014 – present

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

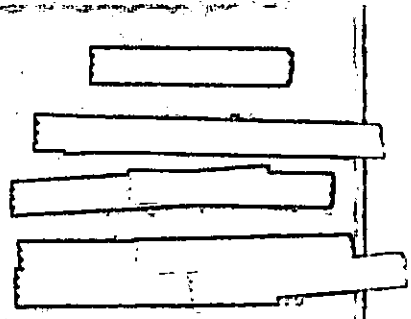
Key Accomplishments

- 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 & Wolfboro.
- 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.



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 Loeffler 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 Review's 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



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4912 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/debcs/bhhs

9A mac

March 5, 2018

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, Bureau of Homeless and Housing Services, to enter into a **sole source** amendment and exercise a renewal option to an existing contract with Easter Seals (Vendor #177204-B005), at 555 Auburn Street, Manchester, NH 03103 to increase Emergency Solutions Grant services, statewide by increasing the price limitation by \$311,555 from \$149,558 to \$461,113, and extending the contract completion date from June 30, 2018 to June 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #16).

Funds to support this request are available in the following account in State Fiscal Years, 2017, 2018 and 2019 and are anticipated to be available in State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAMS

State Fiscal Year	Class	Title	Current Amount	Increase/ (Decrease)	Revised Modified Budget
2017			\$74,779		\$74,779
2018	102-500731	Contracts for Prog. Svcs.	\$74,779	\$87,218	\$161,997
2019	102-500731	Contracts for Prog. Svcs.	\$0	\$74,779	\$74,779
2020	102-500731	Contracts for Prog. Svcs.	\$0	\$74,779	\$74,779
2021	102-500731	Contracts for Prog. Svcs.	\$0	\$74,779	\$74,779
		Total:	149,558	\$311,555	\$461,113

EXPLANATION

This request is **sole source** because the increase in funds for State Fiscal Year 2018 exceeds 10% of the original contract value. The additional funds will allow the vendor to provide services to a minimum of 50 additional households in need through June 30, 2018. The additional funds guarantee an array of services will be available to assist in preventing homelessness to more New Hampshire citizens, statewide. The vendor has demonstrated their ability to provide these services.

The purpose of these agreements is to provide Emergency Solutions Grant Program services, which includes interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families, from becoming homeless or the services assist individuals who are currently homes to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will also ensure that eligible individuals have access to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

Since 2015 the Emergency Solutions Grant served 2,872 clients who were homeless or at imminent risk of homelessness. Of these 2,872 clients, 200 were veterans, 109 were chronically homeless, and 667 were in families with children.

The original contract was competitively bid. The original contract contained language in Exhibit C-1, Revisions to General Provisions, for an option to renew contract services for up to three (3) years.

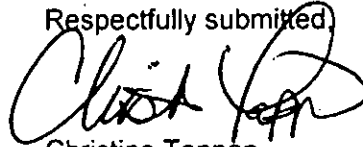
Should the Governor and Executive Council not approve this request, individuals and families may not receive the emergency housing assistance necessary to prevent or reduce the risk of homelessness.

Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231.

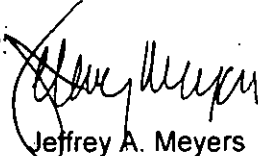
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program Contract (hereinafter referred to as "Amendment #1") dated this, 15th day of February, 2018 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 4, the parties may amend and renew the agreement for up to three (3) years upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to exercise the renewal options available and increase the price limitation at level funding; 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 Provision, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation to read:
\$461,113.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maria Reinemann.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number to read:
(603) 271-9330.
5. Exhibit A, Scope of Services, Section 4, Deliverables of Services, Subsection 4.1, to read:
4.1 The Contractor shall provide housing stabilization case management to a minimum of fifty (50) households.
6. Exhibit A, Scope of Services, Section 4, Deliverables of Services, Subsection 4.2, to read:
4.2 The Contractor shall successfully and rapidly re-house thirty (30) households in safe and sustained housing.
7. Exhibit B, Method and Conditions Precedent to Payment, Preamble, Emergency



Solutions Grant, to-read:

A. Preamble – Emergency Solutions Grant

A.1. The following financial conditions apply to the scope of services as detailed in Exhibit A-Emergency Solutions Grant.

A.2. This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

A.2.1. NH General Fund: Not Applicable

A.2.2. Federal Funds: 100%

A.2.3. CFDA# 14.231

A.2.4. U.S. Department of Housing & Urban Development

A.2.5 Emergency Solutions Grant

A.2.6 Amount: \$74,779 SFY 2017

\$161,997 SFY 2018

\$74,779 SFY 2019

\$74,779 SFY 2020

\$74,779 SFY 2021

\$461,113 Total

8. Exhibit B Method and Conditions Precedent to Payment, Section 1., to read:

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing , Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount to exceed the total funding identified in Section A, Preamble – Emergency Solutions Grant, Subsection A.2, Paragraph A.2.6, above.

9. Exhibit B Method and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

4.1 The State agrees to provide payment for actual costs up to the amounts specified in Section A, Preamble – Emergency Solutions Grant, Subsection A.2, Paragraph A.2.6, above, as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91, in accordance with Exhibits B-1 through Exhibit B-3.

10. Add Exhibit B-1, Budget – Amendment #1.

11. Add Exhibit B-2, Budget – Amendment #1.

12. Add Exhibit B-3, Budget – Amendment #1.

13. Add Exhibit B-4, Budget – Amendment #1.

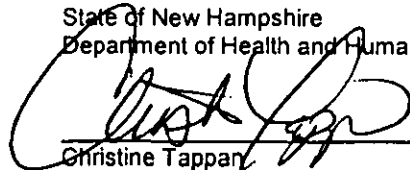
New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract



This amendment shall be effective upon the date of Governor and Executive Council approval.

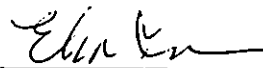
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

3/5/18
Date

State of New Hampshire
Department of Health and Human Services

Christine Tappan
Associate Commissioner

Easter Seals New Hampshire

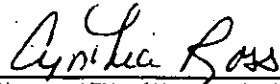
3/1/2019
Date


NAME Elin Treaner
TITLE CFO

Acknowledgement:

State of NH, County of Hillsborough on March 1, 2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace


Name and Title of Notary or Justice of the Peace

CYNTHIA ROSS, Notary Public
Commission Expires March 12, 2019

New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract



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

OFFICE OF THE ATTORNEY GENERAL

3/12/18
Date

[Signature]
Name: Megan A. [unclear]
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:

ExNbr B-1 Budget Amendment #1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Bid/Program Name: Exitor Solut New Hampshire, Inc										
Budget Request for: Emergency Solutions Grant										
Budget Period: July 1, 2017 to June 30, 2018										
Line Item	Fiscal Year 2017		Fiscal Year 2018		Contractor Hours / Weeks		Funding by Other Federal Source		Total	
	Original	Amended	Original	Amended	Original	Amended	Original	Amended	Original	Amended
1 Total Salary/Wages	4,124.00	4,418.00	4,418.00	11,522.00	0.00	0.00	13,350.00	17,940.00	17,940.00	21,358.00
2 Contract Benefits	11,451.00	1,143.00	12,594.00	3,148.00	0.00	0.00	13,742.00	4,291.00	18,033.00	7,409.00
3 Contractees	8,348.00	836.00	9,184.00	2,344.00	0.00	0.00	9,184.00	2,344.00	11,528.00	11,528.00
4 Equipment	-	-	-	-	-	-	-	-	-	-
5 Rental	-	-	-	-	-	-	-	-	-	-
6 Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
7 Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-
8 Supplies	-	-	-	-	-	-	-	-	-	-
9 Fuel/Travel	-	-	-	-	-	-	-	-	-	-
10 Laundry/Commodities	-	-	-	-	-	-	-	-	-	-
11 Staff Education and Training	-	-	-	-	-	-	-	-	-	-
12 Subcontracts/Agreements	-	-	-	-	-	-	-	-	-	-
13 Other (specify below if mandatory)	-	-	-	-	-	-	-	-	-	-
Assistance to Individuals	115,831.00	11,334.00	127,165.00	8,178.00	854.00	854.00	128,019.00	10,532.00	138,551.00	115,881.00
TOTAL	177,182.00	17,714.00	194,896.00	21,851.00	2,908.00	2,908.00	227,369.00	28,772.00	256,141.00	231,869.00

Indirect As A Percent of Direct: 10%

Contractor Initial: ET
Date: 3/1/18

Exhibit B-2 Budget Amendment #1

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Blended Program Name: Exeter Bank New Hampshire, Inc
 Budget Request for: Emergency Solutions Grant
 Budget Period: July 1, 2009 to June 30, 2010

Line Item	Total Program Cost			Continental General Fund			Funded by Other Funded Source		
	Original	Amended	Total	Original	Amended	Total	Original	Amended	Total
1 Total Expenditures	2,781.00	2,771.00	20,411.00	11,277.00	1,257.00	11,277.00	10,211.00	1,421.00	18,632.00
2 Personnel Services	7,008.00	7,008.00	7,792.00	3,271.00	533.00	3,804.00	3,289.00	378.00	3,667.00
3 Contract	8,244.00	8,244.00	8,244.00	8,244.00	824.00	9,068.00	8,244.00	824.00	9,068.00
4 Equipment	-	-	-	-	-	-	-	-	-
5 Travel	-	-	-	-	-	-	-	-	-
6 Repair and Maintenance	-	-	-	-	-	-	-	-	-
7 Purchased Information	-	-	-	-	-	-	-	-	-
8 Supplies	-	-	-	-	-	-	-	-	-
9 Materials	-	-	-	-	-	-	-	-	-
10 Lab	-	-	-	-	-	-	-	-	-
11 Pharmacy	-	-	-	-	-	-	-	-	-
12 Medical	-	-	-	-	-	-	-	-	-
13 Office	763.00	763.00	763.00	69.00	10.00	79.00	141.00	14.00	155.00
14 Travel	1,821.00	180.00	1,981.00	744.00	72.00	816.00	1,027.00	108.00	1,135.00
15 Contingency	2,700.00	210.00	2,910.00	2,100.00	210.00	2,310.00	-	-	-
16 Current Expenses	-	-	-	-	-	-	-	-	-
17 Services	371.00	371.00	399.00	149.00	15.00	164.00	308.00	37.00	345.00
18 Supplies	-	-	-	-	-	-	-	-	-
19 Subscriptions	-	-	-	-	-	-	-	-	-
20 Audit and Legal	-	-	-	-	-	-	-	-	-
21 Insurance	-	-	-	-	-	-	-	-	-
22 Board Expenses	-	-	-	-	-	-	-	-	-
23 Printing	-	-	-	-	-	-	-	-	-
24 Marketing/Communications	-	-	-	-	-	-	-	-	-
25 Staff Education and Training	-	-	-	-	-	-	-	-	-
26 Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
27 Other (specify details mandatory)	-	-	-	-	-	-	-	-	-
Assistance to Individuals	27,160.00	8,718.00	27,864.00	8,573.00	857.00	9,430.00	48,837.00	2,641.00	51,478.00
TOTAL	100,000.00	10,000.00	110,000.00	52,657.00	3,321.00	55,978.00	87,581.00	2,782.00	90,363.00

Indirect As A Percent of Direct 10.0%

Contracted With ET
 Date 3/1/10

Exhibit B-3 Budget Amendment #1

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

Bidder/Program Name: Easter Seals New Hampshire, Inc
Budget Request for: Emergency Solutions Grant
Budget Period: July 1, 2019 to June 30, 2020

Line Item	Fiscal Year 2019		Fiscal Year 2020		Fiscal Year 2021		Fiscal Year 2022		Fiscal Year 2023	
	Original	Amended	Original	Amended	Original	Amended	Original	Amended	Original	Amended
1 Total Salaries/Wages	17,254.00	2,724.00	20,175.00	13,021.00	1,307.00	14,333.00	17,729.00	1,431.00	14,954.00	14,954.00
2 Employee Benefits	724.00	724.00	724.00	724.00	344.00	724.00	724.00	724.00	724.00	724.00
3 Consultants	342.00	342.00	342.00	342.00	335.00	342.00	342.00	342.00	342.00	342.00
4 Equipment	-	-	-	-	-	-	-	-	-	-
5 Rental	-	-	-	-	-	-	-	-	-	-
6 Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
7 Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-
8 Supplies	-	-	-	-	-	-	-	-	-	-
9 Educational	-	-	-	-	-	-	-	-	-	-
10 Lodging	-	-	-	-	-	-	-	-	-	-
11 Pharmacy	-	-	-	-	-	-	-	-	-	-
12 Meals	-	-	-	-	-	-	-	-	-	-
13 Office	330.00	37.00	367.00	301.00	30.00	111.00	138.00	17.00	182.00	182.00
14 Travel	1,803.00	180.00	1,623.00	780.00	78.00	838.00	1,645.00	104.00	1,144.00	1,144.00
15 Computer	2,500.00	210.00	2,310.00	2,100.00	210.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00
16 Current Expenses	-	-	-	-	-	-	-	-	-	-
17 Telephone	351.00	35.00	386.00	148.00	13.00	363.00	307.00	30.00	333.00	333.00
18 Postage	-	-	-	-	-	-	-	-	-	-
19 Business Phone	-	-	-	-	-	-	-	-	-	-
20 Auto and Land	-	-	-	-	-	-	-	-	-	-
21 Insurance	-	-	-	-	-	-	-	-	-	-
22 Board Expenses	-	-	-	-	-	-	-	-	-	-
23 Officers	-	-	-	-	-	-	-	-	-	-
24 Marketing/Communications	-	-	-	-	-	-	-	-	-	-
25 Staff Education and Training	-	-	-	-	-	-	-	-	-	-
26 Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-
27 Other (specify items in comments)	-	-	-	-	-	-	-	-	-	-
28 Assurances to Individuals	87,180.00	8,718.00	95,898.00	8,875.00	887.00	8,433.00	48,817.00	4,381.00	53,258.00	53,258.00
TOTAL	101,274.00	16,146.00	117,420.00	23,346.00	3,384.00	34,346.00	67,981.00	8,798.00	71,179.00	71,179.00

Involves An Amount of Direct 10.0%

Contractor Initials *ET*
Date 3/1/2018

Exhibit B-4 Budget-Amendment #1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD												
Bidder/Program Name: Estar Seals New Hampshire, Inc												
Budget Request for: Emergency Solutions Grant												
Budget Period: July 1, 2020 to June 30, 2021												
Line Item	Fiscal Year 2020		Fiscal Year 2021		Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024		Fiscal Year 2025	
	Original	Amended	Original	Amended	Original	Amended	Original	Amended	Original	Amended	Original	Amended
1 Total Salary/Wages	27,777.00	27,777.00	50,800.00	50,800.00	15,411.00	15,411.00	12,875.00	12,875.00	12,745.00	12,745.00	1,154.00	1,154.00
2 Overtime Benefits	310.00	310.00	2,044.00	2,044.00	1,250.00	1,250.00	1,877.00	1,877.00	5,988.00	5,988.00	377.00	377.00
3 Consultants	6,340.00	6,340.00	5,843.00	5,843.00	8,230.00	8,230.00	6,843.00	6,843.00	-	-	-	-
4 Equipment	-	-	-	-	-	-	-	-	-	-	-	-
5 Rental	-	-	-	-	-	-	-	-	-	-	-	-
6 Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
7 Utility/Registration	-	-	-	-	-	-	-	-	-	-	-	-
8 Supplies	-	-	-	-	-	-	-	-	-	-	-	-
9 Materials	-	-	-	-	-	-	-	-	-	-	-	-
10 Fuel	-	-	-	-	-	-	-	-	-	-	-	-
11 Printing	-	-	-	-	-	-	-	-	-	-	-	-
12 Office	341.00	341.00	265.00	265.00	107.00	107.00	114.00	114.00	137.00	137.00	14.00	14.00
13 Travel	1,388.00	1,388.00	1,879.00	1,879.00	777.00	777.00	78.00	78.00	858.00	858.00	167.00	167.00
14 Contingency	2,400.00	2,400.00	2,310.00	2,310.00	2,100.00	2,100.00	2,250.00	2,250.00	-	-	-	-
15 Current Expenses	-	-	-	-	-	-	-	-	-	-	-	-
16 Telephone	323.00	323.00	317.00	317.00	114.00	114.00	187.00	187.00	200.00	200.00	23.00	23.00
17 Printing	-	-	-	-	-	-	-	-	-	-	-	-
18 Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
19 Postage and Freight	-	-	-	-	-	-	-	-	-	-	-	-
20 Board Expenses	-	-	-	-	-	-	-	-	-	-	-	-
21 Software	-	-	-	-	-	-	-	-	-	-	-	-
22 Marketing/Communications	-	-	-	-	-	-	-	-	-	-	-	-
23 Staff Expenses and Training	-	-	-	-	-	-	-	-	-	-	-	-
24 Subcontracts/Agreements	-	-	-	-	-	-	-	-	-	-	-	-
25 Other (specify details in notes)	-	-	-	-	-	-	-	-	-	-	-	-
26 Assistance to Individuals	87,185.00	87,185.00	82,808.00	82,808.00	83,710.00	83,710.00	8,430.00	8,430.00	48,807.00	48,807.00	4,861.00	4,861.00
TOTAL	102,801.80	102,801.80	118,528.00	118,528.00	14,102.84	14,102.84	8,410.84	8,410.84	87,881.80	87,881.80	8,788.80	8,788.80

Contractor Initial: **ET**
Date: **3/1/2021**



Jeffrey A. Meyers
Commissioner

Marilee Nihan, M.B.A.
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

16
B...

June 9, 2016 **G&C Approved**

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Date 6/29/16
Item # 16

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into agreements with the vendors listed below for the provision of Emergency Solutions Grant services in an amount not to exceed \$1,495,592, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2018. 100% Federal Funds.

Vendor	Vendor Number	Address	Amount
Community Action Partnership of Belknap and Merrimack County	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558
Community Action Program of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$149,558
Easter Seals of New Hampshire	177204-B005	555 Auburn Street Manchester, NH. 03103	\$149,558
Harbor Homes, Inc.	155358-B001	45 High Street, Nashua, NH 03060	\$149,570
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558
Southwestern Community Services	177511-P001	63 Community Way Keene, NH	\$448,674
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558
The Way Home, Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558
Total:			\$1,495,592

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAMS

Fiscal Year	Class	Title	Amount
2017	102-500731	Contracts for Program Svcs.	\$747,796
2018	102-500731	Contracts for Program Svcs.	\$747,796
		Total:	\$1,495,592

EXPLANATION

The purpose of these agreements is to provide Emergency Solutions Grant Program services, which includes interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families, from becoming homeless or the services assist individuals who are currently homes to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will also ensure that eligible individuals have access to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

In 2015 the Emergency Solutions Grant served 2,872 clients who were homeless or at imminent risk of homelessness. Of these 2,872 clients, 200 were veterans, 109 were chronically homeless, and 667 were in families with children.

A Request for Applications was posted to the Department's website from December 18, 2015 through February 5, 2016 to solicit vendors to provide Emergency Solutions Grant services. The Department received nine (9) applications in response to the Request for Applications. A team of individuals with program specific knowledge and experience evaluated the applications. One (1) application received by the Department did not comport with the services requested in the Request for Applications. Three (3) applications were from one (1) vendor. The Department selected seven (7) vendors with which to enter into eight (8) agreements. The bid sheet is attached.

This contract contains language that reserves the Department's right to renew services for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, individuals and families may not receive the emergency housing assistance necessary to prevent or reduce the risk of homelessness.

Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231

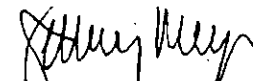
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan, MBA
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Emergency Solutions Grant (ESG)

17-DHHS-DCBCS-BHHS-RFA-01

RFA Name

RFA Number

Reviewer Names

	Bidder Name
1.	Community Action Partnership of Strafford County
2.	Community Action Program, Belknap-Merrimack Counties, Inc.
3.	Easter Seals NH, Inc.
4.	Harbor Homes, Inc.
5.	Headrest, Inc.
6.	Southern NH Services
7.	Southwestern Community Services, Inc. - Cheshire
8.	Southwestern Community Services, Inc. - Sullivan
9.	The Bridge House, Inc.
10.	The Front Door Agency
11.	The Way Home

Pass/Fail	Maximum Points	Actual Points
	165	153
	165	153
	165	161
	165	164
	165	0
	165	158
	165	154
	165	154
	165	111
	165	161
	165	162

1. Melissa Hatfield, BHHS Program Specialist
2. Julie Lane, BHHS program Specialist
3. Kristi Trudel, Program Planning & Review Specialist
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Subject: Emergency Solutions Grant Program (17-BHHS-RFA-01)

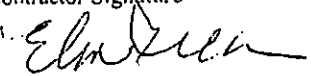
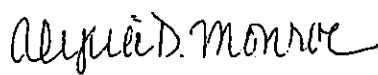
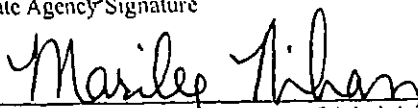
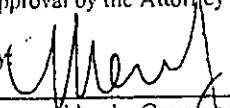
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

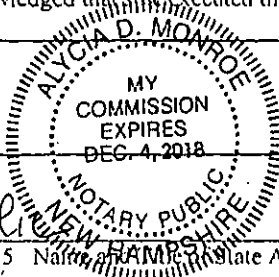
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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		1.4 Contractor Address 555 Auburn Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-623-8863	1.6 Account Number: 05-95-42-423010- 7927-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$149,558
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Trearor CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/24/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Alycia D. Monroe, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Marilee Nihan Deputy Commissioner</u> DHHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Megan A. York - Attorney</u> On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to veterans statewide who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576..
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:
 - 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, in accordance with 24 CFR 576. Income eligibility must be assessed every 6 months of program participation. The Contractor shall ensure annual income:
 - 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
 - 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
 - 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.
 - 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:
 - 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
 - 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
 - 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.
 - 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.
 - 2.1.2.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be

New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program



Exhibit A

- in accordance with HUD's preferred method of verification as noted in 24 CFR 576.
- 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing shall meet 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.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$9,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.
 - 2.4.2. Rental assistance over no more than a 9 month period. The Contractor shall:
 - 2.4.2.1. Enter into a rental assistance agreement with the owner/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/owner.



Exhibit A

- 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
 - 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
 - 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.
 - 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.
- 2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which includes but is not limited to:
- 2.5.1. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.
 - 2.5.2. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing
- 2.6. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.
- 2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).
- 3. Reporting Requirements**
- 3.1. The contractor shall provide quarterly reports using HMIS data which include, number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter.
- 4. Deliverables of Services**
- 4.1. The Contractor shall provide housing stabilization case management to a minimum of sixteen (16) households.
 - 4.2. The Contractor shall successfully and rapidly re-house ten (10) households in safe and sustained housing.
 - 4.3. The Contractor shall ensure all client level data in Section 2.7 is entered into NH HMIS within five (5) days of the client's entry into the program.

[Handwritten Signature]
[Handwritten Date]



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund:	Not applicable
Federal Funds:	100%
CFDA #:	14.231
Federal Agency:	U.S. Department of Housing & Urban Development
Program Title:	Emergency Solutions Grant
Amount:	\$74,779 SFY 2017 \$74,779 SFY 2018 \$149,558 Total

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed \$149,558.

2. REPORTS.

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines

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5/24/16



established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

- 3.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment requests on a monthly basis.
 - 3.2.1. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
 - 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.
4. USE OF GRANT FUNDS.
 - 4.1. The State agrees to provide payment for actual costs up to \$149,558 as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.
 - 4.2 The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State:
 - 4.3 Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR part 200.
 5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.
 - 5.1 Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
 - 5.1.2. The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third-party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
- 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** 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.

13. **Credits:** 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:
 - 13.1. 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.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$15,000,000 per occurrence; and

4 The Division reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 GRANTEEES 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.

Contractor Name: EDGE-SALK MEDICAL SERVICES

5/24/16
Date

Edmund
Name: EDMUND
Title: CTO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *EASTER SEALS NH*

5/14/06
Date

Elin Treanor
Name: *Elin Treanor*
Title: *CEO*



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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Date 5/14/2016

New Hampshire Department of Health and Human Services
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Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: EASTER SEALS NH

5/24/2016
Date

Elin Treanor
Name: ELIN TREANOR
Title: CEO



**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

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


Date 5/24/2014

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: *EASTER SEALS NH*

Date

5/24/2016



Name: *ELIN TREANA*
Title: *CEO*

Exhibit G

Contractor Initials

ET

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

Date

5/24/2016



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: EASTER SEARS NH

Date

5/24/2016



Name: ELIN TREANOR
Title: CFD



Exhibit I

HEALTH INSURANCE PORTABILITY 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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5/24/14



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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5/24/2014



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



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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5/14/10



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) l, 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.

State of NH.
 The State
Marilee Nihau
 Signature of Authorized Representative
Marilee Nihau
 Name of Authorized Representative
Deputy Commissioner
 Title of Authorized Representative
5/27/16
 Date

EASTER SEALS NH
 Name of the Contractor
Elin Treavor
 Signature of Authorized Representative
ELIN TREAVOR
 Name of Authorized Representative
CFO
 Title of Authorized Representative
5/24/2016
 Date



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

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

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

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

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

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

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

Contractor Name: EASTER SEALS NH

5/24/10
Date

Elin Treanor
Name: ELIN TREANOR
Title: CFO

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

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

This Amendment to the Emergency Solutions Grant Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southern New Hampshire Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), as amended on June 20, 2018 (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631
4. Modify Exhibit A, Scope of Services, Section 4, Deliverables of Services, by adding Subsection 4.4 through Section 4.6 to read:
 - 4.4. The Department may annually conduct on-site reviews of the Contractor operations to ensure compliance with the contractual objectives.
 - 4.5. The Department may annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
 - 4.6. The Department may provide training for Contractor staff as needed.

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

6/23/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Associate Commissioner

Southern New Hampshire Services

6/17/2021
Date

DocuSigned by:
DonnaLee Lozeau
Name: DonnaLee Lozeau
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/24/2021

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:

State of New Hampshire

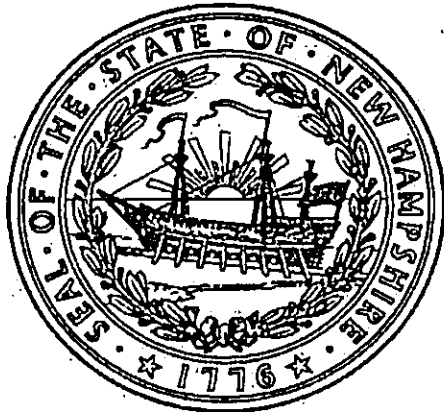
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506

Certificate Number: 0005338591



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc.
(Corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on Sept. 25, 2020, such authority
(date)
to be in force and effect until Dec. 31, 2021
(contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Donnalee Lozeau
(Name)

Executive Director
(Position)

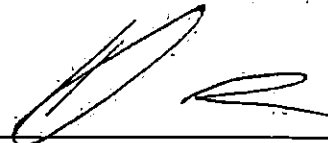
Ryan Clouthier
(Name)

Deputy Director
(Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire
(State of incorporation)
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or
rescinded and continues in full force and effect as of the date hereof.

(6) I hereby understand 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 on contracts with the State of New Hampshire, all such limitations are expressly stated herein.

I HAVE HEREUNTO set my hand as the Clerk/Secretary of the corporation this 17th day of
June, 20 21.



Clerk/Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058
Southern NH Services Inc. P.O. Box 5040 Manchester NH 03108	INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21-22 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2250335	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2250336	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB760240	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000382 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2250335	04/01/2021	04/01/2022	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord NL 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
---	--



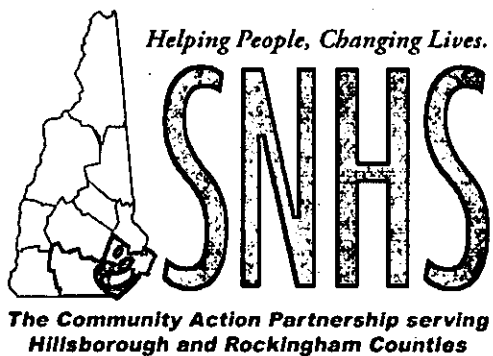
SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2020

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2020

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

**Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards***

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

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 combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2020, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated February 8, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organizations' 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 combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, we do not express an opinion on the effectiveness of the Organizations' 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 Organizations' combined 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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliate's combined financial statements are free from material misstatement, we performed tests of their 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 Organizations' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ouellette & Associates, P.A.
Certified Public Accountants

February 8, 2021
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.
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C. Joseph Wolverton, Jr., C.P.A.

**Independent Auditor's Report on Compliance for Each Major Program and on
Internal Control over Compliance and Schedule of Expenditures of
Federal Awards Required by the Uniform Guidance**

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2020. Southern New Hampshire Services, Inc. and affiliate'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.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. and affiliate'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 U.S. Code of Federal Regulations 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 Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate's compliance.

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. and affiliate 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 July 31, 2020.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. and affiliate 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 Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate'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, as defined above. 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 Uniform Guidance

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2020, and have issued our report thereon dated February 8, 2021, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined 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 combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

February 8, 2021
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2020

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
FEDERAL AWARDS				
<u>U.S. Department of Agriculture:</u>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	184NH703W1003	\$ -	\$ 1,217,641
	10.557	174NH703W1003		104,798
				<u>1,322,439</u>
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
<u>Food Distribution Cluster</u>				
Commodity Supplemental Food Program	10.565	201818Y800544		67,229
	10.565	201919Y800544		9,000
Total Food Distribution Cluster				<u>76,229</u>
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558			835,132
<u>Child Nutrition Cluster</u>				
Summer Food Service Program for Children	10.559			134,094
Total U.S. Department of Agriculture			<u>\$ -</u>	<u>\$ 2,367,894</u>
<u>U.S. Department of Housing and Urban Development:</u>				
<i>Direct Program</i>				
<u>Section 8 Project-Based Cluster</u>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ -	\$ 541,515
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E17-DC-33-0001		97,454
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900			1,000
Total U.S. Department of Housing and Urban Development			<u>\$ -</u>	<u>\$ 639,969</u>
<u>U.S. Department of Homeland Security:</u>				
<i>Passed-through Regional United Way Agency</i>				
Emergency Food and Shelter National Board Program	97.024		\$ -	\$ 11,000
<i>Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives</i>				
Emergency Food and Shelter National Board Program	97.024	592600-007		12,000
Total U.S. Department of Homeland Security			<u>\$ -</u>	<u>\$ 23,000</u>
Subtotal			<u>\$ -</u>	<u>\$ 3,030,863</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2020

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ -	\$ 3,030,863
<u>U.S. Department of Labor:</u>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<u>WIOA Cluster</u>				
WIOA Adult Program	17.258	02-6000618	\$ 172,457	\$ 1,420,594
WIOA Dislocated Worker Formula Grants	17.278	02-6000618	93,465	1,039,492
WIOA Youth Activities	17.259	02-6000618		58,794
Total WIOA Cluster			<u>265,922</u>	<u>2,518,880</u>
Senior Community Service Employment Program	17.235	02-6000618	82,626	196,277
Workforce Investment Act (WIA) Dislocated Worker National Reserve Demonstration Grants	17.280	02-6000618		<u>1,133,911</u>
Total U.S. Department of Labor			<u>\$ 348,548</u>	<u>\$ 3,849,068</u>
<u>U.S. Department of Treasury:</u>				
<i>Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives</i>				
Coronavirus Relief Fund	21.019	COVID	\$ -	\$ 297,146
Total U.S. Department of Treasury:			<u>\$ -</u>	<u>\$ 297,146</u>
<u>U.S. Department of Energy:</u>				
<i>Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0006169	\$ -	\$ 535,473
Total U.S. Department of Energy:			<u>\$ -</u>	<u>\$ 535,473</u>
<u>U.S. Department of Education:</u>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education - Basic Grants to States	84.002	67011-ABE	\$ -	\$ 82,656
	84.002	67011-ABE		<u>93,604</u>
Total U.S. Department of Education			<u>\$ -</u>	<u>\$ 176,260</u>
<u>Corporation for National and Community Services:</u>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	20SRANH002	\$ -	\$ 43,062
	94.002	17SRANH002		<u>77,644</u>
Total Corporation for National and Community Services			<u>\$ -</u>	<u>\$ 120,706</u>
Subtotal			<u>\$ 348,548</u>	<u>\$ 8,009,516</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2020

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ 348,548	\$ 8,009,516
<u>U.S. Department of Health and Human Services:</u>				
<u>Direct Program</u>				
<u>Head Start Cluster</u>				
Head Start	93.600	01CH010602-02	\$ -	\$ 7,162,371
	93.600	01HP000241-01		285,762
	93.600	01HP000241-01-C3		2,998
	93.600	01CH010602-02-C3		17,637
	93.600	01CH010602-02-C3		72,552
Total Head Start Cluster				7,541,320
<u>Pass-Through State of New Hampshire Office of Strategic Initiatives</u>				
Low-Income Home Energy Assistance	93.568	G-19B1NHLIEA		9,341,297
	93.568	G-20B1NHLIEA		239,448
	93.568	G-1901NHLIEA		459,544
	93.568	G-2001NHLIEA		203,864
				10,244,153
<u>Pass-Through State of New Hampshire Department Of Health and Human Services</u>				
Temporary Assistance for Needy Families	93.558	2017G996115	653,641	2,772,159
	93.558	2018G996115	42,807	244,649
			696,448	3,016,808
Community Services Block Grant	93.569	G-1901NHCOSR		1,525,697
	93.569	2001NHCOSR -COVID		36,149
				1,561,846
Community Services Block Grant Discretionary Awards	93.570	G-17B1NHCOSR		111,089
<u>Aging Cluster</u>				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	17AANHT3SP		18,611
<u>CCDF Cluster</u>				
Child Care and Development Block Grant	93.575	2018G996005		1,039,469
	93.575			100,821
				1,140,290
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2019G999004		1,443,500
Total CCDF Cluster				2,583,790
<u>Pass-Through University of New Hampshire</u>				
Every Student Succeeds Act/Preschool Development Grants	93.434	90TP0060		218,492
Total U.S. Department of Health and Human Services			\$ 696,448	\$ 25,296,109
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 1,044,996	\$ 33,305,625

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2020

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 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 Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost-principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

NOTE 3: HEAD START PROGRAMS CFDA #93.600

Due to the COVID pandemic, the Organization was unable to meet its matching requirements in accordance with terms of the grant award. The Organization received a waiver from the Department of Health and Human Services due to the pandemic to remain in compliance with the grant award during the year ended July 31, 2020.

NOTE 4: INDIRECT COST RATE

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 9.36% with the Department of Health and Human Services.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2020

Section I Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:
 Material weakness(es) identified? _____ Yes _____ No

Significant deficiency(ies) identified? _____ Yes _____ None reported

Noncompliance material to financial statements noted? _____ Yes _____ No

Federal Awards

Internal control over major programs:
 Material weakness(es) identified? _____ Yes _____ No

Significant deficiency(ies) identified? _____ Yes _____ None reported

Type of auditor's report issued on compliance
 for major programs: Unmodified

Any audit findings disclosed that are required
 to be reported in accordance with CFR Section
 200.156(a) of the Uniform Guidance? _____ Yes _____ No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
WIC Special Supplemental Nutrition Program for Women, Infants And Children	10.557
Temporary Assistance for Needy Families	93.558
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between
 Type A and Type B programs: \$999,169

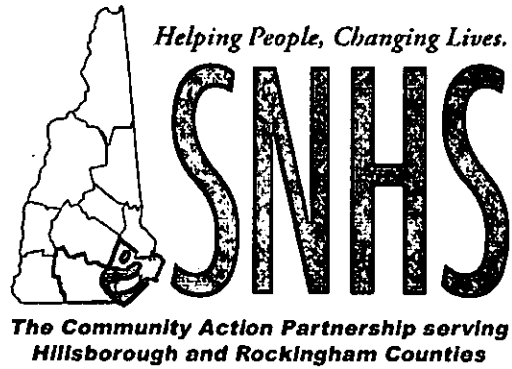
Auditee qualified as low-risk auditee? _____ Yes _____ No

Section II Financial Statement Findings

No matters are reportable.

Section III Federal Award Findings and Questioned Costs

No matters are reportable.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED JULY 31, 2020 AND 2019

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2020 AND 2019

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CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2020 and 2019, and the related combined statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organizations' preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliate, as of July 31, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 8, 2021, on our consideration of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

Ouellette & Associates, P.A.
Certified Public Accountants

February 8, 2021
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2020 AND 2019

<i>ASSETS</i>		
	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash	\$ 6,456,196	\$ 6,986,538
Investments	9,102,421	8,405,690
Contracts receivable	3,346,435	3,488,413
Accounts receivable	721,595	821,565
Prepaid expenses	159,842	95,197
Total current assets	<u>19,786,489</u>	<u>19,797,403</u>
FIXED ASSETS		
Land	3,050,918	2,697,868
Buildings and improvements	13,310,566	12,530,561
Vehicles and equipment	1,501,951	1,415,271
Total fixed assets	<u>17,863,435</u>	<u>16,643,700</u>
Less - accumulated depreciation	<u>5,729,951</u>	<u>5,237,138</u>
Net fixed assets	<u>12,133,484</u>	<u>11,406,562</u>
OTHER ASSETS		
Restricted cash	<u>457,683</u>	<u>411,580</u>
TOTAL ASSETS	<u>\$ 32,377,656</u>	<u>\$ 31,615,545</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 100,012	\$ 109,413
Accounts payable	729,100	657,676
Accrued payroll and payroll taxes	1,089,681	1,045,805
Accrued compensated absences	470,301	359,819
Accrued other liabilities	53,011	227,703
Refundable advances	336,800	1,028,743
Over applied overhead	180,479	27,739
Tenant security deposits	83,030	84,231
Total current liabilities	<u>3,042,414</u>	<u>3,541,129</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	<u>2,949,253</u>	<u>3,036,025</u>
TOTAL LIABILITIES	<u>5,991,667</u>	<u>6,577,154</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>26,385,989</u>	<u>25,038,391</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 32,377,656</u>	<u>\$ 31,615,545</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant and contract revenue	\$ 38,244,769	\$ 37,464,614
Program service fees	796,505	907,560
Local funding	244,926	242,894
Rental income	1,191,263	1,191,372
Gifts and contributions	201,839	208,728
Interest and dividend income	302,600	314,554
Unrealized gain on investments	398,423	12,233
Miscellaneous	462,291	720,124
TOTAL REVENUES, GAINS AND OTHER SUPPORT	<u>41,842,616</u>	<u>41,062,079</u>
EXPENSES		
Program services:		
Child development	9,330,031	8,589,865
Community services	1,505,420	1,530,674
Economic and workforce development	7,450,261	6,984,684
Energy	12,651,510	13,414,281
Language and literacy	430,934	436,073
Housing and homeless	490,824	263,240
Nutrition and health	2,307,558	2,527,495
Special projects	1,876,426	1,768,326
Volunteer services	127,449	125,050
SNHS Management Corporation	2,447,708	2,396,939
Total program services	<u>38,618,121</u>	<u>38,036,627</u>
Support services:		
Management and general	1,876,897	2,038,463
TOTAL EXPENSES	<u>40,495,018</u>	<u>40,075,090</u>
CHANGE IN NET ASSETS	1,347,598	986,989
NET ASSETS - BEGINNING OF YEAR	<u>25,038,391</u>	<u>24,051,402</u>
NET ASSETS - END OF YEAR	<u>\$ 26,385,989</u>	<u>\$ 25,038,391</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2020

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 5,556,933	\$ 933,868	\$ 2,939,525	\$ 1,521,964	\$ 298,880	\$ 88,866	\$ 962,139
Payroll taxes	419,856	70,488	221,893	117,494	23,413	6,797	73,387
Fringe benefits	1,573,633	137,463	615,794	463,923	28,359	21,715	238,512
Workers comp. insurance	118,066	9,585	7,651	15,806	2,062	233	30,576
Retirement benefits	314,824	88,609	190,679	93,780	10,995	4,856	70,742
Consultant and contractual	56,270	70,777	1,775,844	1,802,601	5,095	370	14,752
Travel and transportation	87,659	10,526	55,412	17,022	600	1,006	29,296
Conferences and meetings	-	6,007	-	888	-	49	140
Occupancy	491,299	76,188	452,980	122,492	30,276	2,520	64,985
Advertising	2,664	3,955	2,990	1,171	50	8,169	424
Supplies	328,400	51,663	33,068	66,117	5,006	3,604	35,623
Equip. rentals and maintenance	6,553	2,447	21,351	12,146	2,943	-	10,096
Insurance	22,852	42,463	7,617	30,740	-	175	6,450
Telephone	89,596	16,857	30,761	31,439	2,726	2,023	41,068
Postage	4,825	165	1,568	30,220	330	385	3,720
Printing and publications	3,773	-	-	483	1,851	-	-
Subscriptions	-	-	-	524	-	-	-
Program support	-	20,345	-	60,826	3,676	-	-
Interest	9,529	-	-	-	-	-	-
Depreciation	72,782	5,656	41,477	3,191	938	-	10,294
Assistance to clients	7,850	-	1,084,147	8,336,006	-	349,246	420,251
Other expense	181,944	9,940	7,450	9,318	-	800	303,005
Miscellaneous	20,004	688	364	1,862	13,734	10	2,146
In-kind	1,472,831	-	-	-	-	-	-
Gain on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	10,842,143	1,557,690	7,490,571	12,740,013	430,934	490,824	2,317,606
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,512,112)	(52,270)	(40,310)	(88,503)	-	-	(10,048)
TOTAL EXPENSES	\$ 9,330,031	\$ 1,505,420	\$ 7,450,261	\$ 12,651,510	\$ 430,934	\$ 490,824	\$ 2,307,558

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2020

EXPENSES	Program Services			Total Program Services	Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation		Management and General	
Payroll	\$ 95,518	\$ 80,529	\$ 688,044	\$ 13,166,266	\$ 1,258,963	\$ 14,425,229
Payroll taxes	7,446	6,021	45,518	992,313	93,381	1,085,694
Fringe benefits	7,355	16,739	256,823	3,360,316	184,217	3,544,533
Workers comp. insurance	3,120	214	11,822	199,135	7,822	206,957
Retirement benefits	5,385	3,350	40,945	824,165	116,327	940,492
Consultant and contractual	1,659,372	449	136,778	5,522,308	87,416	5,609,724
Travel and transportation	4,805	5,163	41,940	253,429	4,639	258,068
Conferences and meetings	3,531	50	28,605	39,270	2,113	41,383
Occupancy	15,080	-	595,088	1,850,908	38,053	1,888,961
Advertising	-	400	1,270	21,093	-	21,093
Supplies	2,334	4,524	17,992	548,331	39,485	587,816
Equip. rentals and maintenance	4,971	63	15,835	76,405	1,398	77,803
Insurance	3,213	1,616	51,605	166,731	13,338	180,069
Telephone	2,700	2,350	29,193	248,713	6,146	254,859
Postage	7	632	1,207	43,059	15,840	58,899
Printing and publications	-	84	8	6,199	61	6,260
Subscriptions	-	-	534	1,058	-	1,058
Program support	3,317	-	222,373	310,537	-	310,537
Interest	-	-	55,013	64,542	-	64,542
Depreciation	46,914	-	388,881	570,133	673	570,806
Assistance to clients	12,708	-	68,129	10,278,337	-	10,278,337
Other expense	1,798	-	7,853	522,108	4,435	526,543
Miscellaneous	169	5,265	(30,823)	13,419	3,242	16,661
In-kind	-	-	-	1,472,831	-	1,472,831
Gain on disposal of assets	-	-	(2,450)	(2,450)	-	(2,450)
SUBTOTAL	1,879,743	127,449	2,672,183	40,549,156	1,877,549	42,426,705
Over applied indirect costs	-	-	-	-	3	3
Eliminations	(3,317)	-	(224,475)	(1,931,035)	(655)	(1,931,690)
TOTAL EXPENSES	\$ 1,876,426	\$ 127,449	\$ 2,447,708	\$ 38,618,121	\$ 1,876,897	\$ 40,495,018

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2019

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 5,063,755	\$ 958,969	\$ 2,792,330	\$ 1,519,961	\$ 294,501	\$ 104,911	\$ 1,000,035
Payroll taxes	406,991	74,606	220,133	124,867	24,800	8,511	80,427
Fringe benefits	1,350,633	134,639	492,014	389,808	26,683	22,106	222,241
Workers comp. insurance	102,429	8,625	6,948	17,712	736	262	30,682
Retirement benefits	273,637	89,527	182,279	89,727	7,851	6,689	62,967
Consultant and contractual	37,142	70,228	1,595,405	1,770,887	6,505	654	20,695
Travel and transportation	118,863	19,729	78,856	37,134	992	4,110	47,713
Conferences and meetings	-	10,976	-	7,537	225	-	3,471
Occupancy	524,894	58,004	456,078	125,814	28,957	1,020	78,801
Advertising	13,742	25	8,610	1,117	218	-	399
Supplies	243,037	19,254	38,322	57,531	9,422	192	47,201
Equip. rentals and maintenance	12,341	57	13,689	18,308	1,816	-	29,650
Insurance	19,509	24,941	4,905	20,099	-	-	6,966
Telephone	85,487	12,661	27,046	20,468	2,547	385	41,963
Postage	5,522	7	553	30,214	568	58	3,189
Printing and publications	5,268	630	-	-	1,281	-	-
Subscriptions	-	-	446	456	-	-	-
Program support	-	38,256	-	35,312	6,121	-	-
Interest	12,995	-	-	-	-	-	-
Depreciation	64,865	5,920	24,379	10,070	1,045	-	9,920
Assistance to clients	7,800	-	1,066,041	9,156,531	-	114,335	547,988
Other expense	251,015	34,650	19,523	7,118	-	-	299,023
Miscellaneous	35,436	736	1,323	1,813	21,805	7	2,024
In-kind	2,248,292	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	125	-	-	-
SUBTOTAL	10,883,653	1,562,440	7,028,880	13,442,609	436,073	263,240	2,535,355
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,293,788)	(31,766)	(44,196)	(28,328)	-	-	(7,860)
TOTAL EXPENSES	\$ 8,589,865	\$ 1,530,674	\$ 6,984,684	\$ 13,414,281	\$ 436,073	\$ 263,240	\$ 2,527,495

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2019

	Program Services			Total Program Services	Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation		Management and General	
EXPENSES						
Payroll	\$ 74,200	\$ 73,480	\$ 492,484	\$ 12,374,626	\$ 1,313,585	\$ 13,688,211
Payroll taxes	6,191	6,004	33,947	986,477	99,061	1,085,538
Fringe benefits	11,699	11,872	209,681	2,871,376	181,973	3,053,349
Workers comp. insurance	2,644	184	10,549	180,771	4,483	185,254
Retirement benefits	2,834	2,369	33,859	751,739	110,189	861,928
Consultant and contractual	1,579,582	478	154,356	5,235,932	90,851	5,326,783
Travel and transportation	4,649	6,554	58,681	377,281	14,194	391,475
Conferences and meetings	3,727	220	16,307	42,463	1,675	44,138
Occupancy	18,040	-	600,154	1,891,762	32,663	1,924,425
Advertising	460	2,444	1,050	28,065	75	28,140
Supplies	3,624	6,599	17,685	442,867	40,709	483,576
Equip. rentals and maintenance	4,167	177	21,671	101,876	768	102,644
Insurance	2,007	1,206	40,184	119,817	19,901	139,718
Telephone	2,253	1,453	19,545	213,808	2,167	215,975
Postage	42	535	1,505	42,193	15,912	58,105
Printing and publications	-	175	-	7,354	-	7,354
Subscriptions	-	900	130	1,932	360	2,292
Program support	4,077	-	43,787	127,553	-	127,553
Interest	-	-	59,264	72,259	-	72,259
Depreciation	35,345	-	347,894	499,438	536	499,974
Assistance to clients	1,492	-	88,251	10,982,438	-	10,982,438
Other expense	11,056	1,550	21,821	645,756	13,055	658,811
Miscellaneous	237	8,850	120,753	192,984	1,283	194,267
In-kind	-	-	-	2,248,292	-	2,248,292
Loss on disposal of assets	-	-	3,381	3,506	-	3,506
SUBTOTAL	<u>1,768,326</u>	<u>125,050</u>	<u>2,396,939</u>	<u>40,442,565</u>	<u>1,943,440</u>	<u>42,386,005</u>
Over applied indirect costs	-	-	-	-	95,023	95,023
Eliminations	-	-	-	(2,405,938)	-	(2,405,938)
TOTAL EXPENSES	<u>\$ 1,768,326</u>	<u>\$ 125,050</u>	<u>\$ 2,396,939</u>	<u>\$ 38,036,627</u>	<u>\$ 2,038,463</u>	<u>\$ 40,075,090</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,347,598	\$ 986,989
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	570,806	499,974
(Gain) loss on disposal of assets	(2,450)	3,506
Donation of low-income housing projects	-	-
Unrealized gain on investments	(398,423)	(12,233)
(Increase) decrease in operating assets:		
Contracts receivable	141,978	677,107
Accounts receivable	99,970	14,609
Prepaid expenses	(64,645)	(5,034)
Under applied overhead	-	67,750
Increase (decrease) in operating liabilities:		
Accounts payable	71,424	199,288
Accrued payroll and payroll taxes	43,876	(56,907)
Accrued compensated absences	110,482	13,852
Accrued other liabilities	(174,692)	(10,309)
Refundable advances	(691,943)	(280,355)
Over applied overhead	152,740	27,739
Tenant security deposits	(1,201)	2,430
Total adjustments	<u>(142,078)</u>	<u>1,141,417</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>1,205,520</u>	<u>2,128,406</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,304,678)	(1,430,211)
Proceeds from sale of fixed assets	9,400	16,500
Purchase of investments, reinvested dividends, and capital gains	(298,308)	(307,794)
Proceeds from sale of investments	-	1,000,000
Deposit to restricted cash accounts	(46,103)	(8,842)
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(1,639,689)</u>	<u>(730,347)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(96,173)	(111,363)
CHANGE IN CASH AND CASH EQUIVALENTS	(530,342)	1,286,696
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>6,986,538</u>	<u>5,699,842</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 6,456,196</u>	<u>\$ 6,986,538</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 64,542</u>	<u>\$ 72,259</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2020 AND 2019

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Nature of the Organization**

Southern New Hampshire Services, Inc. (SNHS) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

Basis of Accounting and Presentation

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. The financial statement presentation follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-For-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Under ASU 2016-14, net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

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

Net Assets with Donor Restrictions - Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be fulfilled and removed by actions of the Organization pursuant to those stipulations or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

The Organization has no net assets with donor restrictions at July 31, 2020 and 2019.

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Use of Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization has no cash equivalents at July 31, 2020 and 2019.

Current Vulnerabilities Due to Certain Concentrations

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at either July 31, 2020 and 2019.

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2020 and 2019.

Revenue Recognition

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Refundable advances result from unexpended balances from these exchange transactions. Federal and state grant revenue comprised approximately 91% of total revenue in the fiscal years ended July 31, 2020 and 2019.

Contributions and In-Kind Donations

Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2020 and 2019 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

Fixed Assets

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2020 and 2019 was \$570,806 and \$499,974, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

Advertising

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

Functional Allocation of Expenses

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated by management based on effort. Supporting services are those related to operating and managing the Organization and its programs on a day-to-day basis. Supporting services have been sub-classified as follows:

Management and General - includes all activities related to the Organization's internal management.

Subsequent Events

Management has made an evaluation of subsequent events through February 8, 2021, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Recently Accounting Pronouncements**

In November 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. ASU 2016-18 clarifies the classification and presentation requirements specific to changes in restricted cash on the statement of cash flows. The guidance is effective for non-public entities fiscal years beginning after December 15, 2018 with early adoption permitted. Management has evaluated the impact of the ASU on the Organization's statement of cash flows and decided not to adopt it as the change was determined not to be significant to the users of the combined financial statements.

Recent Accounting Pronouncements*Revenue Recognition*

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*, to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The core principle of the guidance requires entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU was effective for fiscal periods beginning after December 15, 2018, however ASU 2020-05, *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842) – Effective Dates for Certain Entities*, allowed for a one-year deferral for implementation. Therefore, the Organization will implement the guidance in its June 31, 2021 consolidated financial statements. Management is currently evaluating the impact of adoption on the Organization's financial statements.

Leases

In February 2016, the FASB released ASU 2016-02, *Leases (Topic 842)*, which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial condition of the organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for non-public entities for fiscal years beginning after December 15, 2021, with early adoption permitted. The Organization will implement the guidance in its July 31, 2023 consolidated financial statements. Management is currently evaluating the impact of adoption on the Organization's financial statements.

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2020 AND 2019

NOTE 3: FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, *Fair Value Measurements*, are described as follows:

- Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:
- Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets or liabilities in inactive markets;
 - Inputs other than quoted prices that are observable for the asset or liability;
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2020 and 2019.

Mutual Funds: Valued at the net asset value of shares held on the last trading day of the fiscal year, which is the basis for transactions at that date.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2020 and 2019:

	<u>2020</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$9,102,421</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$9,102,421</u>

	<u>2019</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$8,405,690</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$8,405,690</u>

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<u>2020</u>			<u>2019</u>		
	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>
Mutual Funds	<u>\$8,611,376</u>	<u>\$9,102,421</u>	<u>\$ 491,045</u>	<u>\$8,313,068</u>	<u>\$8,405,690</u>	<u>\$ 92,622</u>

The activities of the Organization's investment account are summarized as follows:

	<u>2020</u>	<u>2019</u>
Fair Value - Beginning of Year	<u>\$8,405,690</u>	<u>\$9,085,663</u>
Dividends and Capital Gains	<u>298,308</u>	<u>307,794</u>
Sale of Investments	<u>-</u>	<u>(1,000,000)</u>
Unrealized Gains	<u>398,423</u>	<u>12,233</u>
Fair Value - End of Year	<u>\$9,102,421</u>	<u>\$8,405,690</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 5: AVAILABILITY AND LIQUIDITY

The Organization's financial assets available for expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following as of July 31:

	<u>2020</u>	<u>2019</u>
Cash and Cash Equivalents	\$ 6,456,196	\$ 6,986,538
Investments	9,102,421	8,405,690
Contracts Receivable	3,346,435	3,488,413
Accounts Receivable	<u>721,595</u>	<u>821,565</u>
Total financial assets available within one year	<u>\$19,626,647</u>	<u>\$19,702,206</u>

None of the financial assets are subject to donor or other contractual restrictions. Accordingly, all such funds are available to meet the needs of the Organization in the next 12 months. In addition, the Organization maintains several reserve funds for property taxes, insurance expenses, and repair and replacement or emergency needs which are required by financing authorities. These funds may be withdrawn only with the approval of the financing authority and are not considered by the Organization to have donor restrictions.

The Organization manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they become due.

NOTE 6: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2020</u>	<u>2019</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, Inc. is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. The note was refinanced on October 1, 2020, payable in monthly installments of \$2,182 plus interest through 2030. Interest is at 4.000% at July 31, 2020 and 2019.	<u>218,502</u>	<u>238,669</u>
<u>Subtotal</u>	<u>\$ 229,777</u>	<u>\$ 249,944</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 6: LONG-TERM DEBT (Continued)

	<u>2020</u>	<u>2019</u>
<u>Subtotal Carried Forward</u>	<u>\$ 229,777</u>	<u>\$ 249,944</u>
<u>SNHS Management Corporation</u>		
Mortgage payable to New Hampshire Housing Authority, secured by real estate located on Pleasant St., Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.500%.	194,418	200,514
Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.000%, forgiven annually.	900,000	900,000
Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.000%, forgiven annually.	20,000	20,000
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.000%, forgiven annually.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2021. Interest is at 2.906% and 4.980% at July 31, 2020 and 2019.	26,131	57,487
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located on Crystal Ave., Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	373,238	396,455
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH, payable in monthly installments of \$3,327 including interest through 2033. Interest is at 7.000%.	<u>342,777</u>	<u>358,114</u>
<u>Subtotal</u>	<u>\$2,506,341</u>	<u>\$2,602,514</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 6: LONG-TERM DEBT (Continued)

	<u>2020</u>	<u>2019</u>
<u>Subtotal Carried Forward</u>	<u>\$2,506,341</u>	<u>\$2,602,514</u>
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	392,924	392,924
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	<u>150,000</u>	<u>150,000</u>
	3,049,265	3,145,438
Less: Current Portion	<u>100,012</u>	<u>109,413</u>
Long-term debt, net of current portion	<u>\$2,949,253</u>	<u>\$3,036,025</u>

Principal maturities of long-term debt are as follows as of July 31:

2021	\$ 100,012
2022	68,662
2023	72,391
2024	76,332
2025	80,502
Thereafter	<u>2,651,366</u>
Total	<u>\$3,049,265</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2020 and 2019 equaled \$681,354 and \$686,840, respectively. The leases expire at various times through August 2022. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31:

2021	\$ 105,268
2022	12,700
2023	<u>575</u>
Total	<u>\$ 118,543</u>

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2020 and 2019 was \$940,492 and \$861,928, respectively.

NOTE 9: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES

The Organization receives contract funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2020 AND 2019

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)Cotton Mill Square (Continued)

As stipulated by the contract and after a 20% program fee retained by the CDFA, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2020 and 2019. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The note repayment is accelerated if the units fall out of compliance.

In October of 2017, the subrecipient agreement with Cotton Mill Square LLC was amended to cease the annual 5% debt forgiveness. This modification effectively holds the promissory note balance at \$720,000 which will now be forgiven in full at the end of the agreement as long as the Project maintains compliance with the original agreement's terms. This modification did not change the contingent receivable or liability with SNHS Management Corporation.

J. Brown Homestead Property

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by SNHS. As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principal or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2020 and 2019 is \$0 and \$30,221, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2020 AND 2019

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

Coronavirus Pandemic

An outbreak of a novel strain coronavirus (COVID-19) has spread to the U.S. and in March 2020, the World Health Organization characterized COVID-19 as a pandemic. The Organization was unable to meet its matching requirements in accordance with the terms of its Head Start Programs grant award due to the COVID-19 pandemic but received a waiver from DHHS to remain in compliance. Many programs that historically had direct contact with participants were closed or changed significantly while staff was retained. However, the extent of the future impact of COVID-19 on the Organization's operational and financial performance is not known as of the date these financial statements were issued.

OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the years ended July 31, 2020 and 2019, and our report thereon dated February 8, 2021, which contained an unmodified opinion on those combined financial statements, appears on page 1. Our audits were performed for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 23-24), the schedules of revenues and expenses - by contract (pages 25-29), required by the State of New Hampshire Governor's Office of Strategic Initiatives, and the required schedules and financial information for Whispering Pines II, J.B. Milette Manor, and Sherburne Woods (pages 30-49), required by the New Hampshire Housing Finance Authority are presented for purposes of additional analysis and are not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

February 8, 2021
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2020

	SNHS Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 70,760	\$ 6,385,436	\$ 6,456,196	\$ -	\$ 6,456,196
Investments	-	9,102,421	9,102,421	-	9,102,421
Contracts receivable	3,100,475	245,960	3,346,435	-	3,346,435
Accounts receivable	-	721,595	721,595	-	721,595
Prepaid expenses	96,285	63,557	159,842	-	159,842
Due from other corporations	2,755,709	(108,554)	2,647,155	(2,647,155)	-
Total current assets	<u>6,023,229</u>	<u>16,410,415</u>	<u>22,433,644</u>	<u>(2,647,155)</u>	<u>19,786,489</u>
FIXED ASSETS					
Land	619,910	2,431,008	3,050,918	-	3,050,918
Buildings and improvements	2,044,340	11,266,226	13,310,566	-	13,310,566
Vehicles and equipment	1,237,244	264,707	1,501,951	-	1,501,951
Total fixed assets	<u>3,901,494</u>	<u>13,961,941</u>	<u>17,863,435</u>	<u>-</u>	<u>17,863,435</u>
Less - accumulated depreciation	1,527,067	4,202,884	5,729,951	-	5,729,951
Net fixed assets	<u>2,374,427</u>	<u>9,759,057</u>	<u>12,133,484</u>	<u>-</u>	<u>12,133,484</u>
OTHER ASSETS					
Restricted cash	32,321	425,362	457,683	-	457,683
TOTAL ASSETS	<u>\$ 8,429,977</u>	<u>\$ 26,594,834</u>	<u>\$ 35,024,811</u>	<u>\$ (2,647,155)</u>	<u>\$ 32,377,656</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 26,458	\$ 73,554	\$ 100,012	\$ -	\$ 100,012
Accounts payable	665,598	63,502	729,100	-	729,100
Accrued payroll and payroll taxes	271,965	817,716	1,089,681	-	1,089,681
Accrued compensated absences	-	470,301	470,301	-	470,301
Accrued other liabilities	51,275	1,736	53,011	-	53,011
Refundable advances	216,801	119,999	336,800	-	336,800
Over applied overhead	180,479	-	180,479	-	180,479
Tenant security deposits	28,710	54,320	83,030	-	83,030
Due to other corporations	1,451,915	1,195,240	2,647,155	(2,647,155)	-
Total current liabilities	<u>2,893,201</u>	<u>2,796,368</u>	<u>5,689,569</u>	<u>(2,647,155)</u>	<u>3,042,414</u>
LONG-TERM LIABILITIES					
Long-term debt, less current portion	203,319	2,745,934	2,949,253	-	2,949,253
TOTAL LIABILITIES	<u>3,096,520</u>	<u>5,542,302</u>	<u>8,638,822</u>	<u>(2,647,155)</u>	<u>5,991,667</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>5,333,457</u>	<u>21,052,532</u>	<u>26,385,989</u>	<u>-</u>	<u>26,385,989</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,429,977</u>	<u>\$ 26,594,834</u>	<u>\$ 35,024,811</u>	<u>\$ (2,647,155)</u>	<u>\$ 32,377,656</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2020

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 38,425,444	\$ 144,980	\$ 38,570,424	\$ (325,655)	\$ 38,244,769
Program service fees	17,400	779,105	796,505	-	796,505
Local funding	-	244,926	244,926	-	244,926
Rental income	-	1,191,263	1,191,263	-	1,191,263
Gifts and contributions	131,706	70,133	201,839	-	201,839
Interest Income	177	302,423	302,600	-	302,600
Unrealized gain on investments	-	398,423	398,423	-	398,423
In-kind	1,472,831	-	1,472,831	(1,472,831)	-
Miscellaneous	393,809	201,686	595,495	(133,204)	462,291
TOTAL REVENUES, GAINS AND OTHER SUPPORT	40,441,367	3,332,939	43,774,306	(1,931,690)	41,842,616
EXPENSES					
Program services:					
Child Development	10,842,143	-	10,842,143	(1,512,112)	9,330,031
Community Services	1,557,690	-	1,557,690	(52,270)	1,505,420
Economic and Workforce Dev.	7,490,571	-	7,490,571	(40,310)	7,450,261
Energy	12,740,013	-	12,740,013	(88,503)	12,651,510
Language and Literacy	430,934	-	430,934	-	430,934
Housing and Homeless	490,824	-	490,824	-	490,824
Nutrition and Health	2,317,606	-	2,317,606	(10,048)	2,307,558
Special Projects	1,879,743	-	1,879,743	(3,317)	1,876,426
Volunteer Services	127,449	-	127,449	-	127,449
SNHS Management Corporation	-	2,672,183	2,672,183	(224,475)	2,447,708
Total program services	37,876,973	2,672,183	40,549,156	(1,931,035)	38,618,121
Support services:					
Management and general	1,877,552	-	1,877,552	(655)	1,876,897
TOTAL EXPENSES	39,754,525	2,672,183	42,426,708	(1,931,690)	40,495,018
CHANGE IN NET ASSETS	686,842	660,756	1,347,598	-	1,347,598
NET ASSETS - BEGINNING OF YEAR	4,646,615	20,391,776	25,038,391	-	25,038,391
NET ASSETS - END OF YEAR	\$ 5,333,457	\$ 21,052,532	\$ 26,385,989	\$ -	\$ 26,385,989

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2020

State of NH Governor's Office of Strategic Initiatives

Headstart Program

For the Period

August 1, 2019 to July 31, 2020

Fund # 305

REVENUES

Program funding	\$ 5,673,912
In-kind	1,296,196
Allocated corporate unrestricted revenue	(232,744)
Total revenue	<u>6,737,364</u>

EXPENSES

Payroll	2,935,664
Payroll taxes	222,088
Fringe benefits	915,047
Workers comp. insurance	68,815
Retirement benefits	169,897
Consultant and contractual	21,717
Travel and transportation	40,971
Occupancy	275,640
Advertising	1,395
Supplies	188,445
Equip. rentals and maintenance	2,445
Insurance	14,562
Telephone	33,811
Postage	1,418
Printing and publications	2,931
Depreciation	12,210
Assistance to clients	5,850
Other expense	55,126
Miscellaneous	7,141
In-kind	1,296,196
Administrative costs	465,995
Total expenses	<u>6,737,364</u>

Excess of expenses over revenue

\$ -

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2020

State of NH Governor's Office of Strategic Initiatives

LIHEAP Program

For the Period

October 1, 2019 to July 31, 2020

Fund # 630-20

REVENUES

Program funding	\$ 9,024,873
Other revenue	7,267
Allocated corporate unrestricted revenue	2,466
Total revenue	<u>9,034,606</u>

EXPENSES

Payroll	393,031
Payroll taxes	29,952
Fringe benefits	138,744
Workers comp. insurance	1,200
Retirement benefits	20,705
Consultant and contractual	20,146
Travel and transportation	5,040
Conference and meetings	27
Occupancy	43,485
Advertising	150
Supplies	26,083
Equip. rentals and maintenance	2,783
Insurance	1,509
Telephone	14,212
Postage	18,345
Subscriptions	262
Program support	30,381
Depreciation	2,404
Assistance to clients	8,213,248
Miscellaneous	812
Administrative costs	72,087
Total expenses	<u>9,034,606</u>

Excess of expenses over revenue

\$	<u>-</u>
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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2020

State of NH Governor's Office of Strategic Initiatives
 LIHEAP Program
 For the Period
 August 1, 2019 to September 30, 2019
 Fund # 630-19

REVENUES

Program funding	\$ 173,486
Total revenue	<u>173,486</u>

EXPENSES

Payroll	77,520
Payroll taxes	6,104
Fringe benefits	31,195
Workers comp. insurance	218
Retirement benefits	4,196
Consultant and contractual	6,373
Travel and transportation	1,036
Conference and meetings	15
Occupancy	10,114
Advertising	25
Supplies	5,720
Insurance	702
Telephone	2,001
Postage	786
Program support	7,165
Printing and publications	483
Assistance to clients	13,190
Miscellaneous	155
Administrative costs	6,488
Total expenses	<u>173,486</u>
Excess of expenses over revenue	<u>\$ -</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2020

State of NH Governor's Office of Strategic Initiatives
 Early Headstart Program
 For the Period
 August 1, 2019 to July 31, 2020
 Fund # 300

REVENUES

Program funding	\$ 1,488,459
In-kind	116,095
Allocated corporate unrestricted revenue	<u>(105,146)</u>
Total revenue	<u>1,499,408</u>

EXPENSES

Payroll	739,965
Payroll taxes	56,426
Fringe benefits	192,055
Workers comp. insurance	17,331
Retirement benefits	39,757
Consultant and contractual	3,481
Travel and transportation	4,761
Occupancy	80,061
Advertising	200
Supplies	39,910
Equip. rentals and maintenance	1,091
Insurance	2,837
Telephone	31,533
Postage	45
Printing and publications	842
Interest	9,529
Depreciation	24,953
Other expense	17,737
Miscellaneous	3,417
In-kind	116,095
Administrative costs	<u>117,382</u>
Total expenses	<u>1,499,408</u>
Excess of expenses over revenue	<u>\$ -</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2020

Electric Energy Assistance

For the Period

August 1, 2019 to July 31, 2020

Fund # 665

REVENUES

Other revenue	\$ 812,431
Allocated corporate unrestricted revenue	9,845
Total revenue	<u>822,276</u>

EXPENSES

Payroll	423,007
Payroll taxes	32,553
Fringe benefits	140,031
Workers comp. insurance	1,484
Retirement benefits	18,531
Consultant and contractual	23,656
Travel and transportation	3,236
Conference and meetings	42
Occupancy	51,313
Advertising	175
Supplies	30,428
Equip. rentals and maintenance	3,088
Insurance	2,033
Telephone	11,805
Postage	10,894
Subscriptions	262
Depreciation	787
Miscellaneous	443
Administrative costs	68,508
Total expenses	<u>822,276</u>
Excess of expenses over revenue	<u>\$ -</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2020 AND 2019

<i>ASSETS</i>		
	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash - Operations	\$ 15,319	18,732
Prepaid Expenses	8,433	6,035
Total Current Assets	<u>23,752</u>	<u>24,767</u>
DEPOSITS HELD IN TRUST, FUNDED		
Tenant Security Deposits	<u>11,484</u>	<u>13,294</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Replacement Reserve	40,591	30,028
Operating Reserve	79,253	78,399
Tax Escrow	8,531	23,456
Insurance Escrow	2,791	4,858
Total Restricted Deposits and Funded Reserves	<u>131,166</u>	<u>136,741</u>
RENTAL PROPERTY		
Land	166,600	166,600
Building and Building Improvements	580,758	580,758
Total Rental Property	<u>747,358</u>	<u>747,358</u>
Less Accumulated Depreciation	59,301	43,447
Net Rental Property	<u>688,057</u>	<u>703,911</u>
TOTAL ASSETS	<u>\$ 854,459</u>	<u>\$ 878,713</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Portion of Mortgage Loan Payable	\$ 6,312	\$ 6,096
Accounts Payable	5,548	1,734
Accrued Expenses	205	944
Total Current Liabilities	<u>12,065</u>	<u>8,774</u>
DEPOSIT LIABILITIES		
Tenant Security Deposit Liability	<u>11,484</u>	<u>13,294</u>
LONG-TERM LIABILITIES		
Due to Affiliate	18,312	32,103
Mortgage Loan Payable, Net of Current Portion	188,106	194,418
Total Long-Term Liabilities	<u>206,418</u>	<u>226,521</u>
Total Liabilities	<u>229,967</u>	<u>248,589</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>624,492</u>	<u>630,124</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 854,459</u>	<u>\$ 878,713</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
RENTAL OPERATIONS		
<i>Income</i>		
Tenant Rental Income	\$ 171,842	\$ 172,681
Laundry Income	2,275	2,235
Other Income	1,466	1,470
Interest Income - Unrestricted	14	15
Interest Income - Restricted	1,345	2,490
Total Income	<u>176,942</u>	<u>178,891</u>
<i>Expenses (See Schedule)</i>		
Administrative	42,309	50,777
Utilities	42,448	43,570
Maintenance	39,165	41,670
Depreciation	15,853	15,380
Interest - NHHFA Mortgage Note	6,921	7,130
General Expenses	35,878	33,608
Total Expenses	<u>182,574</u>	<u>192,135</u>
CHANGE IN NET ASSETS	(5,632)	(13,244)
NET ASSETS - BEGINNING OF YEAR	<u>630,124</u>	<u>643,368</u>
NET ASSETS - END OF YEAR	<u>\$ 624,492</u>	<u>\$ 630,124</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2020 AND 2019

EXPENSES:	<u>2020</u>	<u>2019</u>
<u>Administrative</u>		
Management Fees	\$ 14,400	\$ 14,400
Salaries and Wages	16,704	20,002
Fringe Benefits	4,701	3,415
Investment Fee	-	6,120
Telephone	2,953	3,128
Other Administrative Expense	3,551	3,712
TOTAL ADMINISTRATIVE EXPENSE	<u>42,309</u>	<u>50,777</u>
<u>Utilities</u>		
Electricity	20,098	19,750
Fuel	9,677	13,124
Water and Sewer	11,613	10,214
Other Utility Expense	1,060	482
TOTAL UTILITY EXPENSE	<u>42,448</u>	<u>43,570</u>
<u>Maintenance</u>		
Custodial Supplies	318	692
Trash Removal	2,064	2,160
Snow Removal	10,951	10,296
Grounds/Landscaping	17	-
Elevator Repairs and Contract	5,045	2,764
Repairs (Materials)	17,218	25,758
Operation (Contract)	3,552	-
TOTAL MAINTENANCE EXPENSE	<u>39,165</u>	<u>41,670</u>
<u>Depreciation</u>	<u>15,853</u>	<u>15,380</u>
<u>Interest - NHHFA Mortgage Note</u>	<u>6,921</u>	<u>7,130</u>
<u>General Expenses</u>		
Real Estate Taxes	26,490	24,293
Payroll Taxes	1,273	1,612
Retirement Benefits	1,670	1,871
Workman's Compensation	915	1,064
Insurance	5,530	4,768
TOTAL GENERAL EXPENSES	<u>35,878</u>	<u>33,608</u>
TOTAL EXPENSES	<u>\$ 182,574</u>	<u>\$ 192,135</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2020

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$	148,881	
HAP Rent Subsidy		22,961	

Total Rental Income

Service Income		2,275	
Interest Income		14	
Commercial Income		-	
Other Income		1,466	

Total Rental Operations Receipts

175,597

Expenses

Administrative		45,446	
Utilities		42,448	
Maintenance		35,351	
Interest - NHHFA Mortgage Note		6,921	
Interest - Other Notes		-	
General		35,878	
Other		-	

Total Rental Operations Disbursements

(166,044)

Cash Provided by Rental Operations

9,553

Amortization of Mortgage

6,095

Cash Provided by Rental Operations

After Debt Service

3,458

OTHER RECEIPTS

Due to Management Agent

(13,791)

Owner Advances

-

Transfer from Restricted Cash Reserves
and Escrows

50,659

-

36,868

OTHER DISBURSEMENTS OR TRANSFERS

Transfers to Restricted Cash Reserves
and Escrows

43,739

Purchase of Fixed Assets

-

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

-

43,739

Net Increase or (Decrease) in Project Account Cash

(3,413)

Project Account Cash Balance at Beginning of Year

18,732

Project Account Cash Balance at End of Year

15,319

Composition of Project Account Cash

Balance at End of Year

15,319

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 15,319

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2019

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 153,454	
HAP Rent Subsidy	19,736	

Total Rental Income

Service Income	2,235	\$ 173,190
Interest Income	15	
Commercial Income	-	
Other Income	1,470	

Total Rental Operations Receipts

176,910

Expenses

Administrative	49,895	
Utilities	43,570	
Maintenance	42,665	
Interest - NHHFA Mortgage Note	7,130	
Interest - Other Notes	-	
General	33,608	
Other	-	

Total Rental Operations Disbursements

(176,868)

Cash Provided by Rental Operations

42

Amortization of Mortgage

5,886

Cash Provided by Rental Operations

After Debt Service

(5,844)

OTHER RECEIPTS

Due to Management Agent

16,156

Owner Advances

-

Transfer from Restricted Cash Reserves
and Escrows

46,320

-

62,476

OTHER DISBURSEMENTS OR TRANSFERS

Transfers to Restricted Cash Reserves
and Escrows

55,176

Purchase of Fixed Assets

11,359

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

-

66,535

Net Increase or (Decrease) in Project Account Cash

(9,903)

Project Account Cash Balance at Beginning of Year

28,635

Project Account Cash Balance at End of Year

18,732

Composition of Project Account Cash

Balance at End of Year

18,732

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 18,732

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2020

<u>Description of Fund</u>	<u>Deposits</u>			<u>Withdrawals</u>	
	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 4,858	\$ 4,767	\$ 39	\$ 6,873	\$ 2,791
Tax Escrow	23,456	28,772	89	43,786	8,531
Replacement Reserve	30,028	10,200	363	-	40,591
Operating Reserve	78,399	-	854	-	79,253
Total Restricted Cash Reserves and Escrows	\$ 136,741	\$ 43,739	\$ 1,345	\$ 50,659	\$ 131,166

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2020

NET LOSS	\$ (5,632)
ADD: DEPRECIATION	15,853
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	6,095
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	10,200
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
SURPLUS CASH (DEFICIT)	\$ (6,074)

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEAR ENDED JULY 31, 2020

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2001	\$ 243,855	\$ -	\$ 243,855
12/31/2002	\$ 243,855	\$ -	\$ 487,710
12/31/2003	\$ 243,855	\$ 5,895	\$ 725,670
12/31/2004	\$ 243,855	\$ 7,200	\$ 962,325
12/31/2005	\$ 243,855	\$ -	\$ 1,206,180
12/31/2006	\$ 243,855	\$ 6,120	\$ 1,443,915
12/31/2007	\$ 243,855	\$ -	\$ 1,687,770
12/31/2008	\$ 243,855	\$ -	\$ 1,931,625
12/31/2009	\$ 243,855	\$ -	\$ 2,175,480
12/31/2010	\$ 243,855	\$ -	\$ 2,419,335
12/31/2011	\$ 243,855	\$ -	\$ 2,663,190
12/31/2012	\$ 243,855	\$ -	\$ 2,907,045
12/31/2013	\$ 243,855	\$ 7,200	\$ 3,143,700
12/31/2014	\$ 243,855	\$ -	\$ 3,387,555
12/31/2015	\$ 243,855	\$ -	\$ 3,631,410
7/31/2016	\$ 142,249	\$ -	\$ 3,773,659
7/31/2017	\$ 243,855	\$ -	\$ 4,017,514
7/31/2018	\$ 243,855	\$ -	\$ 4,261,369
7/31/2019	\$ 243,855	\$ -	\$ 4,505,224
7/30/2020	\$ 243,855	\$ -	\$ 4,749,079

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2020 AND 2019

<i>ASSETS</i>		
	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash - Operations	\$ 19,889	\$ 17,001
Prepaid Expenses	9,178	6,880
Total Current Assets	<u>29,067</u>	<u>23,881</u>
DEPOSITS HELD IN TRUST, FUNDED		
Tenant Security Deposits	<u>16,316</u>	<u>15,764</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Replacement Reserve	84,264	154,554
Operating Reserve	69,966	96,431
Tax Escrow	6,548	6,543
Total Restricted Deposits and Funded Reserves	<u>160,778</u>	<u>257,528</u>
RENTAL PROPERTY		
Land	176,000	176,000
Building and Building Improvements	1,157,330	1,071,375
Total Rental Property	<u>1,333,330</u>	<u>1,247,375</u>
Less Accumulated Depreciation	<u>121,276</u>	<u>89,879</u>
Net Rental Property	<u>1,212,054</u>	<u>1,157,496</u>
TOTAL ASSETS	<u>\$ 1,418,215</u>	<u>\$ 1,454,669</u>
<i>LIABILITIES AND NET ASSETS</i>		
CURRENT LIABILITIES		
Accounts Payable	\$ 2,908	\$ 1,355
Accrued Expenses	714	430
Total Current Liabilities	<u>3,622</u>	<u>1,785</u>
DEPOSIT LIABILITIES		
Tenant Security Deposit Liability	<u>16,332</u>	<u>15,781</u>
LONG-TERM LIABILITIES		
Due to Affiliate	45,834	45,617
Mortgage Loan Payable, Net of Current Portion	1,170,000	1,170,000
Total Long-Term Liabilities	<u>1,215,834</u>	<u>1,215,617</u>
Total Liabilities	<u>1,235,788</u>	<u>1,233,183</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>182,427</u>	<u>221,486</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,418,215</u>	<u>\$ 1,454,669</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
RENTAL OPERATIONS		
<i>Income</i>		
Tenant Rental Income	\$ 209,157	\$ 208,237
Laundry Income	1,355	1,274
Other Income	150	-
Interest Income - Unrestricted	21	15
Interest Income - Restricted	124	175
Total Income	<u>210,807</u>	<u>209,701</u>
<i>Expenses (See Schedule)</i>		
Administrative	60,452	71,428
Utilities	59,251	59,196
Maintenance	66,329	59,672
Depreciation	31,397	27,458
General Expenses	32,437	29,058
Total Expenses	<u>249,866</u>	<u>246,812</u>
CHANGE IN NET ASSETS	(39,059)	(37,111)
NET ASSETS - BEGINNING OF YEAR	<u>221,486</u>	<u>258,597</u>
NET ASSETS - END OF YEAR	<u>\$ 182,427</u>	<u>\$ 221,486</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2020 AND 2019

EXPENSES:	<u>2020</u>	<u>2019</u>
<u>Administrative</u>		
Advertising	\$ 25	\$ 350
Management Fees	17,688	17,688
Salaries and Wages	28,918	31,953
Fringe Benefits	8,636	10,362
Audit and Accounting Expense	-	400
Legal Expenses	446	253
Telephone	1,352	1,431
Other Administrative Expense	3,387	8,991
TOTAL ADMINISTRATIVE EXPENSE	<u>60,452</u>	<u>71,428</u>
<u>Utilities</u>		
Electricity	32,400	33,814
Fuel	15,602	15,853
Water and Sewer	10,067	8,733
Other Utility Expense	1,182	796
TOTAL UTILITY EXPENSE	<u>59,251</u>	<u>59,196</u>
<u>Maintenance</u>		
Custodial Supplies	689	1,726
Trash Removal	2,617	3,615
Snow Removal	4,170	4,242
Grounds/Landscaping	-	3,100
Elevator Repairs and Contract	6,047	4,835
Repairs (Materials)	48,763	42,154
Repairs (Contract)	4,043	-
TOTAL MAINTENANCE EXPENSE	<u>66,329</u>	<u>59,672</u>
<u>Depreciation</u>	<u>31,397</u>	<u>27,458</u>
<u>General Expenses</u>		
Real Estate Taxes	20,974	17,040
Payroll Taxes	2,225	2,613
Workman's Compensation	827	1,102
Insurance	8,411	8,303
TOTAL GENERAL EXPENSES	<u>32,437</u>	<u>29,058</u>
TOTAL EXPENSES	<u>\$ 249,866</u>	<u>\$ 246,812</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT
FOR THE YEAR ENDED JULY 31, 2020

SOURCE OF FUNDSRental OperationsIncome

Tenant Paid Rent	\$ 180,736	
HAP Rent Subsidy	28,421	

Total Rental Income\$ 209,157

Service Income	1,355	
Interest Income	21	
Commercial Income	-	
Other Income	150	

Total Rental Operations Receipts210,683Expenses

Administrative	62,467	
Utilities	59,251	
Maintenance	64,776	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	32,437	
Other	-	

Total Rental Operations Disbursements(218,931)Cash Provided by Rental Operations(8,248)Amortization of Mortgage-Cash Provided by Rental OperationsAfter Debt Service(8,248)**OTHER RECEIPTS**Due to Management Agent

217

Owner Advances

-

Transfer from Restricted Cash Reserves
and Escrows

112,474

-

112,691**OTHER DISBURSEMENTS OR TRANSFERS**Transfers to Restricted Cash Reserves
and Escrows

15,600

Purchase of Fixed Assets

85,955

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

-

101,555Net Increase or (Decrease) in Project Account Cash2,888Project Account Cash Balance at Beginning of Year17,001Project Account Cash Balance at End of Year19,889Composition of Project Account CashBalance at End of Year19,889Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cashat End of Year\$ 19,889

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT
FOR THE YEAR ENDED JULY 31, 2019

SOURCE OF FUNDSRental OperationsIncome

Tenant Paid Rent	\$ 177,824	
HAP Rent Subsidy	30,413	

Total Rental Income\$ 208,237

Service Income	1,274	
Interest Income	15	
Commercial Income	-	
Other Income	-	

Total Rental Operations Receipts209,526Expenses

Administrative	69,543	
Utilities	59,196	
Maintenance	61,862	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	29,058	
Other	-	

Total Rental Operations Disbursements(219,659)Cash Provided by Rental Operations(10,133)Amortization of MortgageCash Provided by Rental OperationsAfter Debt Service(10,133)**OTHER RECEIPTS**

<u>Due to Management Agent</u>	4,960	
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Owner Advances

<u>Transfer from Restricted Cash Reserves</u>	112,474	
---	---------	--

and Escrows117,434**OTHER DISBURSEMENTS OR TRANSFERS**

<u>Transfers to Restricted Cash Reserves</u>	15,600	
--	--------	--

and Escrows

<u>Purchase of Fixed Assets</u>	-	
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<u>Repayment of Owner Advances</u>	-	
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<u>Other Partnership Expenses</u>	-	
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<u>Transfers to Tenant Security Deposit Account</u>	-	
---	---	--

15,600Net Increase or (Decrease) in Project Account Cash91,701Project Account Cash Balance at Beginning of Year37,774Project Account Cash Balance at End of Year129,475Composition of Project Account CashBalance at End of Year17,001Petty CashUnrestricted Reserve (if applicable)

Decorating Reserve	-	
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Operating Reserve	-	
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Other Reserve	-	
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Total Petty Cash and Unrestricted ReservesTotal Project Account Cashat End of Year\$ 17,001

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2020

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Tax Escrow	\$ 6,543	\$ -	\$ 5	\$ -	\$ 6,548
Replacement Reserve	154,554	15,600	65	85,955	84,264
Operating Reserve	96,431	-	54	26,519	69,966
Total Restricted Cash Reserves and Escrows	\$ 257,528	\$ 15,600	\$ 124	\$ 112,474	\$ 160,778

SCHEDULE OF SURPLUS CASH CALCULATION
JULY 31, 2020

NET LOSS	\$ (39,059)
ADD: DEPRECIATION	31,397
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	-
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	15,600
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	85,955
SURPLUS CASH (DEFICIT)	\$ 62,693

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2020 AND 2019

ASSETS	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash - Operations	\$ 100,810	\$ 91,630
Prepaid Expenses	7,936	6,318
Total Current Assets	<u>108,746</u>	<u>97,948</u>
DEPOSITS HELD IN TRUST, FUNDED		
Tenant Security Deposits	<u>14,871</u>	<u>15,855</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Replacement Reserve	153,325	124,871
Operating Reserve	67,842	67,111
Tax Escrow	5,927	11,877
Insurance Escrow	3,480	3,581
Total Restricted Deposits and Funded Reserves	<u>230,574</u>	<u>207,440</u>
RENTAL PROPERTY		
Land	211,000	211,000
Building and Building Improvements	<u>907,200</u>	<u>907,200</u>
Total Rental Property	1,118,200	1,118,200
Less Accumulated Depreciation	<u>52,355</u>	<u>28,775</u>
Net Rental Property	<u>1,065,845</u>	<u>1,089,425</u>
TOTAL ASSETS	<u>\$ 1,420,036</u>	<u>\$ 1,410,668</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current Portion of Mortgage Loan Payable	\$ 16,453	\$ 15,344
Accounts Payable	370	4,240
Accrued Expenses	-	194
Total Current Liabilities	<u>16,823</u>	<u>19,778</u>
DEPOSIT LIABILITIES		
Tenant Security Deposit Liability	<u>14,822</u>	<u>15,805</u>
LONG-TERM LIABILITIES		
Due to Affiliate	133,513	131,432
Mortgage Loan Payable, Net of Current Portion	<u>869,248</u>	<u>885,694</u>
Total Long-Term Liabilities	<u>1,002,761</u>	<u>1,017,126</u>
Total Liabilities	<u>1,034,406</u>	<u>1,052,709</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>385,630</u>	<u>357,959</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,420,036</u>	<u>\$ 1,410,668</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
RENTAL OPERATIONS		
<i>Income</i>		
Tenant Rental Income	\$ 250,537	\$ 260,808
Laundry Income	2,545	2,640
Other Income	1,084	1,070
Interest Income - Unrestricted	68	56
Interest Income - Restricted	2,320	3,633
Total Income	<u>256,554</u>	<u>268,207</u>
<i>Expenses (See Schedule)</i>		
Administrative	44,581	38,625
Utilities	33,892	35,850
Maintenance	68,243	55,722
Depreciation	23,580	23,180
Interest - NHHFA Mortgage Note	24,582	25,616
General Expenses	34,005	31,348
Total Expenses	<u>228,883</u>	<u>210,341</u>
CHANGE IN NET ASSETS	27,671	57,866
NET ASSETS - BEGINNING OF YEAR	<u>357,959</u>	<u>300,093</u>
NET ASSETS - END OF YEAR	<u>\$ 385,630</u>	<u>\$ 357,959</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2020 AND 2019

EXPENSES:	<u>2020</u>	<u>2019</u>
<u>Administrative</u>		
Advertising	\$ 150	\$ 125
Management Fees	18,000	20,872
Salaries and Wages	16,085	8,526
Fringe Benefits	4,911	3,021
Audit and Accounting Expense	-	75
Telephone	2,299	2,291
Other Administrative Expense	3,136	3,715
TOTAL ADMINISTRATIVE EXPENSE	<u>44,581</u>	<u>38,625</u>
<u>Utilities</u>		
Electricity	20,299	20,577
Fuel	9,276	8,898
Water and Sewer	2,425	4,597
Other Utility Expense	1,892	1,778
TOTAL UTILITY EXPENSE	<u>33,892</u>	<u>35,850</u>
<u>Maintenance</u>		
Custodial Supplies	121	-
Trash Removal	3,170	1,523
Snow Removal	21,724	25,123
Grounds/Landscaping	-	292
Repairs (Materials)	43,228	28,784
TOTAL MAINTENANCE EXPENSE	<u>68,243</u>	<u>55,722</u>
<u>Depreciation</u>	<u>23,580</u>	<u>23,180</u>
<u>Interest - NHHFA Mortgage Note</u>	<u>24,582</u>	<u>25,616</u>
<u>General Expenses</u>		
Real Estate Taxes	26,673	25,184
Payroll Taxes	1,237	714
Workman's Compensation	788	454
Retirement benefits	276	228
Insurance	5,031	4,768
TOTAL GENERAL EXPENSES	<u>34,005</u>	<u>31,348</u>
TOTAL EXPENSES	<u>\$ 228,883</u>	<u>\$ 210,341</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2020

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 113,921	
HAP Rent Subsidy	136,616	

Total Rental Income

Service Income	2,545	
Interest Income	68	
Commercial Income	-	
Other Income	1,084	

Total Rental Operations Receipts

\$ 250,537

254,234

Expenses

Administrative	46,393	
Utilities	33,892	
Maintenance	72,113	
Interest - NHHFA Mortgage Note	24,582	
Interest - Other Notes	-	
General	34,005	
Other	-	

Total Rental Operations Disbursements

(210,985)

Cash Provided by Rental Operations

43,249

Amortization of Mortgage

15,337

Cash Provided by Rental Operations

After Debt Service

27,912

OTHER RECEIPTS

Due to Management Agent

-

Owner Advances

-

Transfer from Restricted Cash Reserves
and Escrows

37,340

-

37,340

OTHER DISBURSEMENTS OR TRANSFERS

Transfers to Restricted Cash Reserves
and Escrows

58,154

Purchase of Fixed Assets

-

Repayment of Owner Advances

(2,081)

Other Partnership Expenses

(1)

Transfers to Tenant Security Deposit Account

-

56,072

Net Increase or (Decrease) in Project Account Cash

9,180

Project Account Cash Balance at Beginning of Year

91,630

Project Account Cash Balance at End of Year

100,810

Composition of Project Account Cash

Balance at End of Year

100,810

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 100,810

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2019

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 119,235	
HAP Rent Subsidy	141,573	

Total Rental Income

Service Income	2,640	
Interest Income	56	
Commercial Income	-	
Other Income	1,070	

Total Rental Operations Receipts

264,574

Expenses

Administrative	38,243	
Utilities	35,850	
Maintenance	53,892	
Interest - NHHFA Mortgage Note	25,616	
Interest - Other Notes	-	
General	31,348	
Other	-	

Total Rental Operations Disbursements

(184,949)

Cash Provided by Rental Operations

79,625

Amortization of Mortgage

14,302

Cash Provided by Rental Operations

After Debt Service

65,323

OTHER RECEIPTS

Due to Management Agent

-

Owner Advances

-

Transfer from Restricted Cash Reserves
and Escrows

43,443

43,443

OTHER DISBURSEMENTS OR TRANSFERS

Transfers to Restricted Cash Reserves
and Escrows

56,778

Purchase of Fixed Assets

12,000

Repayment of Owner Advances

5,266

Other Partnership Expenses

50

Transfers to Tenant Security Deposit Account

-

74,094

Net Increase or (Decrease) in Project Account Cash

34,672

Project Account Cash Balance at Beginning of Year

56,958

Project Account Cash Balance at End of Year

91,630

Composition of Project Account Cash

Balance at End of Year

91,630

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 91,630

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2020

<u>Description of Fund</u>	<u>Deposits</u>			<u>Withdrawals</u>	
	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 3,581	\$ 5,077	\$ 41	\$ 5,219	\$ 3,480
Tax Escrow	11,877	26,077	94	32,121	5,927
Replacement Reserve	124,871	27,000	1,454	-	153,325
Operating Reserve	67,111	-	731	-	67,842
Total Restricted Cash Reserves and Escrows	\$ 207,440	\$ 58,154	\$ 2,320	\$ 37,340	\$ 230,574

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2020

NET INCOME	\$ 27,671
ADD: DEPRECIATION	23,580
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	15,337
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	27,000
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
SURPLUS CASH (DEFICIT)	\$ 8,914

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEAR ENDED JULY 31, 2020

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2003	\$ 113,850	\$ -	\$ 113,850
12/31/2004	\$ 113,850	\$ -	\$ 227,700
12/31/2005	\$ 113,850	\$ -	\$ 341,550
12/31/2006	\$ 113,850	\$ -	\$ 455,400
12/31/2007	\$ 113,850	\$ -	\$ 569,250
12/31/2008	\$ 113,850	\$ -	\$ 683,100
12/31/2009	\$ 113,850	\$ -	\$ 796,950
12/31/2010	\$ 113,850	\$ -	\$ 910,800
12/31/2011	\$ 113,850	\$ -	\$ 1,024,650
12/31/2012	\$ 113,850	\$ -	\$ 1,138,500
12/31/2013	\$ 113,850	\$ -	\$ 1,252,350
12/31/2014	\$ 113,850	\$ -	\$ 1,366,200
12/31/2015	\$ 113,850	\$ -	\$ 1,480,050
12/30/2016	\$ 113,850	\$ -	\$ 1,593,900
12/30/2017	\$ 113,850	\$ -	\$ 1,707,750
7/31/2018	\$ 66,413	\$ -	\$ 1,774,163
7/31/2019	\$ 113,850	\$ -	\$ 1,888,013
7/30/2020	\$ 113,850	\$ -	\$ 2,001,863



Southern New Hampshire Services, Inc.

Board of Directors

May 13, 2021

Low Income Sector:

Orville Kerr, Secretary

Christina Bonilla (Parent Policy Council Representative)

James Brown

Anna Hamel

Bonnie Henault

Shirley Pelletier

Public Sector:

Senator Lou D'Allesandro, Chairman

Dr. Kevin Moriarty, Vice Chairman

Thomas Mullins, Esq., Treasurer

Representative Sherm Packard

Commissioner Toni Pappas

Private Sector:

Carrie Marshall Gross

German Ortiz

Peter Ramsey

DONNALEE LOZEAU

Community and Civic Involvement- Current

- NH Community Action Partnership.
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Eagle Scout Board of Review
- American Council of Young Political Leaders, Alumni Member

Community and Civic Involvement- Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Statewide Workforce Innovation Board
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt

EXPERIENCE

Southern New Hampshire Services, Inc.
Manchester, NH
(January 2016-Present)

Executive Director/CEO

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham.
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

City of Nashua, New Hampshire
(2008-2016) – Elected

Mayor

- Full time overall day to day management and operations of 2nd largest city in the state of NH with development and implementation of \$245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

Southern New Hampshire Services, Inc.
(1993 – 2008) Manchester, NH

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

DONNALEE LOZEAU
CONTINUED

NH State Representative, Hillsborough County, District 30
(1984 – 2000)

Deputy Speaker of the NH House of Representatives
(1996 – 2000)

Community and Civic Involvement- Past

- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member

Education and Training

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
 - Subcommittee on Offenders, Chairman
 - Space and Prison Programming
 - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice, Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

City Streets Restaurant, (1986-1991

City Streets Diner, (2000 – 2003) Nashua, NH

Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

RYAN CLOUTHIER



OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



EXPERIENCE

Deputy Director | Southern New Hampshire Services Inc.

FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Deputy Director will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Executive Director and Fiscal Officer the Deputy Director provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.

2016 - 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this position provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.

2013 - 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.

2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

Energy Auditor | Southern New Hampshire Services Inc.

2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity

2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



EDUCATION

2000 NH Community Technical College

1994-1998: Dover High School

Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook; Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
 - Controller in MFG & Distribution
 - Treasury and Cash Flow Management
 - Financial & Capital Budgeting, Reporting & Control
 - Cost Accounting Manager
 - General Accounting Manager
 - Business Performance Metric Establishment and Measurement
-

PROFESSIONAL EXPERIENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

Chief Fiscal Officer

1/2017 to Present

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant

5/2009-1/2017

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

James M. Chaisson

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller

2006-4/2009

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager

2001-2006

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME

1978-2001

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSE: VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager

1997-2001

Division General Accounting Manager

1995-1997

Division Operation Accountant

1989-1995

Division Fixed Asset Accountant

1987-1989

Master Engineering Technician

1984-1987

Lead Production Technician

1978-1984

EDUCATION

NASSON COLLEGE, Springvale, ME

B.S. in Business Administration

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Partnership serving Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108

40 Pine Street, Manchester, NH 03013

Telephone: (603) 668-8010 FAX: (603) 645-6734

List of Key Administrative Personnel

June 2021

Title	Name	Annual Salary	Percentage	Amount
Executive Director	Donnalee Lozeau	\$196,178	0.00%	0
Deputy Director	Ryan Clouthier	\$115,606	0.00%	0
Chief Financial Officer	James Chaisson	\$129,620	0.00%	0



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

41
MAC

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 13, 2018

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, Bureau of Homeless and Housing Services, to exercise renewal options to existing agreements and enter into one (1) sole source contract with the vendors identified below, for the provision of Emergency Solutions Grant Services by increasing the price limitation to by \$2,049,033 from \$1,196,464 to \$3,245,497 and by extending the completion date of some contracts from June 30, 2018 to June 30, 2021 effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreements on June 29, 2016 (item #16). 100% Federal Funding

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Community Action Program Belknap and Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558	\$254,337	\$403,895	O: 06/29/16 #16
Community Action Program of Strafford	177200-B004	642 Central Avenue, Dover, NH 03820	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southwestern Community Services	177511-P001	63 Community Way, Keene NH 03431	\$448,674	\$448,674	\$897,348	O: 06/29/16 #16
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558	\$448,674	\$598,232	O: 06/29/16 #16
The Way Home Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Tri County Community Action Program, Inc.	177195-B009	30 Exchange Street Berlin, NH 03570	\$0	\$224,337	\$224,337	New Sole Source
Totals:			\$1,196,464	\$2,049,033	\$3,245,497	

Funds to support this request are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020 and 2021, upon appropriation of continued funding with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7927-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2018	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2019	102-500731	Contracts for Program Services	\$0.00	\$703,011	\$703,011
2020	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
2021	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
Total:			\$1,196,464	\$2,049,033	\$3,245,497

EXPLANATION

The request to enter into contract with Tri County is **sole source** because an increase in administrative staffing and internal organizational structure has allowed for Tri-County to more efficiently meet the needs of individuals and or families who are homeless and or at risk of becoming homeless. Previously Southwestern Community Services had funding to serve the North Country population and had formal agreements with Tri-County CAP to administer funds for the Northern region of the state. Funds have been moved from Southwestern Community Services and moved into the Tri County CAP sole source contract to allow Bureau of Housing Supports to contract directly with Tri-County CAP to serve the Northern population. No other agency at this time is able to serve the homeless population in the northern region with the knowledge and resources that Tri-County CAP possesses.

Exhibit C-1 of the Tri County contract includes language that reserves the Department's right to extend contract services for up to three (3) years contingent upon the vendor providing satisfactory services, availability of continued funding and approval from the Governor and Executive Council.

The purpose of this request is for the continuation of Emergency Solutions Grant Program services to individuals who are homeless or at risk of becoming homeless. Services include *interventions that have a direct and positive impact on individuals and families*. The services provided through these contract agreements prevent individuals, and families from becoming homeless and assist individuals who are currently homeless to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing; or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will refer eligible individuals to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennia.

All contracts being renewed include renewal language in Exhibit C-1, Revisions to General Provisions, paragraph 4 for up to three (3) years contingent upon satisfactory services, continued funding and approval from the Governor and Executive Council.

The Department supports the request to renew services as the vendors have provided services that have met federal and state statutory regulations to provide services to homeless and at risk individuals in accordance to Emergency Solutions Grant provisions.

Should the Governor and Executive Council not authorize this request, individuals and/or households may not receive interventions that have a direct and positive impact on housing stability which may increase the risk of homelessness or unsafe living arrangements. Without such services individuals may not receive rental assistance, utility payments and case management assistance in order to overcome immediate barriers to obtaining housing. Additionally without the Housing Relocation and Stabilization services individuals may not have the opportunity to remain stably housed though effective case management. Individuals may not have referrals to life skill training such as budgeting and resume writing classes, job search assistance and interview skills training.

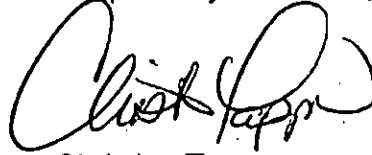
Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231, FAIN E17DC330001

In the event that federal funds become no longer available, general funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



for Jeffrey A. Meyers
Commissioner

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Emergency Solutions Grant Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment #1") dated this 22nd day of February 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 4 of the agreement the parties may amend and renew the agreement for up to three (3) years upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to exercise the renewal options available and increase the price limitation at level funding; 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 Provision, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$373,895.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number to read:
(603) 271-9330.
5. Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.4, to read:
1.4 For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.330.
6. Exhibit B, Method and Conditions Precedent to Payment, Preamble, Emergency Solutions Grant, to read:
 - A. Preamble – Emergency Solutions Grant
 - A.1. The following financial conditions apply to the scope of services as detailed in Exhibit A- Emergency Solutions Grant.
 - A.2. This contract is funded by the New Hampshire General Fund and/or by federal funds



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**

made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

A.2.1. NH General Fund:	Not Applicable
A.2.2. Federal Funds:	100%
A.2.3. CFDA#	14.231
A.2.4.	U.S. Department of Housing & Urban Development
A.2.5	Emergency Solutions Grant
A.2.6 Amount:	\$74,779 SFY 2017
	\$74,779 SFY 2018
	\$74,779 SFY 2019
	\$74,779 SFY 2020
	<u>\$74,779 SFY 2021</u>
	\$373,895 Total

7. Add Exhibit B-1, Budget – Amendment #1.
8. Add Exhibit B-2, Budget – Amendment #1.
9. Add Exhibit B-3, Budget – Amendment #1.
10. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

5-15-18
Date

State of New Hampshire
Department of Health and Human Services

Christine Tappan
Christine Tappan
Associate Commissioner

April 25, 2018
Date

Southern New Hampshire Services

Donna Loeau
NAME Donna Loeau
TITLE Executive Director

Acknowledgement:

State of N.H., County of Windsor 25th, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Judy A. Goulet
Name and Title of Notary or Justice of the Peace

JUDY A. GOULET
Notary Public - New Hampshire
My Commission Expires May 8, 2019

New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract



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

OFFICE OF THE ATTORNEY GENERAL

6/4/18
Date

Jill Perlow
Name: Jill Perlow
Title: Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Division/Program Name: Southern New Hampshire Services Inc.

Budget Request for: Emergency Solutions Grant Contract

Budget Period: 7/1/2018 - 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 33,816.00	\$ 3,178.00	\$ 36,994.00	\$ 15,816.00	\$ 1,487.00	\$ 17,303.00	\$ 18,000.00	\$ 1,692.00	\$ 19,692.00
2. Employee Benefits	\$ 9,468.00	\$ 659.00	\$ 10,127.00	\$ 4,428.00	\$ 418.00	\$ 4,846.00	\$ 5,040.00	\$ 473.00	\$ 5,513.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,485.00	\$ 260.00	\$ 2,745.00	\$ 2,100.00	\$ 197.00	\$ 2,297.00	\$ 885.00	\$ 83.00	\$ 968.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attal and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assistance to Clients - Rapid Rehousing	\$ 29,164.00	\$ -	\$ 29,164.00	\$ -	\$ -	\$ -	\$ 29,164.00	\$ -	\$ 29,164.00
Assistance to Clients - Prevention	\$ 18,442.00	\$ -	\$ 18,442.00	\$ -	\$ -	\$ -	\$ 18,442.00	\$ -	\$ 18,442.00
TOTAL	\$ 94,876.00	\$ 4,348.00	\$ 99,224.00	\$ 22,344.00	\$ 2,100.00	\$ 24,444.00	\$ 72,631.00	\$ 2,248.00	\$ 74,779.00

Indirect As A Percent of Direct

4.6%

Contractor Initials *SC*
Date 4/25/18

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

Bidder/Program Name: Southern New Hampshire Services Inc.

Budget Request for: Emergency Solutions Grant Contract

Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 33,816.00	\$ 3,179.00	\$ 36,995.00	\$ 15,816.00	\$ 1,487.00	\$ 17,303.00	\$ 16,000.00	\$ 1,892.00	\$ 17,892.00
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3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,985.00	\$ 280.00	\$ 3,265.00	\$ 2,100.00	\$ 197.00	\$ 2,297.00	\$ 885.00	\$ 83.00	\$ 968.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assistance to Clients - Rapid Rehousing	\$ 29,164.00	\$ -	\$ 29,164.00	\$ -	\$ -	\$ -	\$ 29,164.00	\$ -	\$ 29,164.00
Assistance to Clients - Prevention	\$ 10,442.00	\$ -	\$ 10,442.00	\$ -	\$ -	\$ -	\$ 10,442.00	\$ -	\$ 10,442.00
TOTAL	\$ 94,876.00	\$ 4,348.00	\$ 99,224.00	\$ 22,344.00	\$ 2,100.00	\$ 24,444.00	\$ 72,531.00	\$ 2,248.00	\$ 74,779.00

Indirect As A Percent of Direct

4.6%

Contractor initials *[Signature]*

Date 4/18
 (25)

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

Bidder/Program Name: Southern New Hampshire Services Inc.

Budget Request for: Emergency Solutions Grant Program

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 33,816.00	\$ 3,178.00	\$ 36,994.00	\$ 15,818.00	\$ 1,487.00	\$ 17,305.00	\$ 18,000.00	\$ 1,682.00	\$ 19,682.00
2. Employee Benefits	\$ 9,428.00	\$ 898.00	\$ 10,326.00	\$ 4,428.00	\$ 416.00	\$ 4,844.00	\$ 5,049.00	\$ 473.00	\$ 5,522.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,285.00	\$ 290.00	\$ 2,575.00	\$ 2,100.00	\$ 197.00	\$ 2,297.00	\$ 885.00	\$ 83.00	\$ 968.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assistance to Clients - Rapid Rehousing	\$ 29,184.00	\$ -	\$ 29,184.00	\$ -	\$ -	\$ -	\$ 29,184.00	\$ -	\$ 29,184.00
Assistance to Clients - Prevention	\$ 19,442.00	\$ -	\$ 19,442.00	\$ -	\$ -	\$ -	\$ 19,442.00	\$ -	\$ 19,442.00
TOTAL	\$ 94,876.00	\$ 4,348.00	\$ 99,224.00	\$ 22,346.00	\$ 2,100.00	\$ 24,446.00	\$ 72,531.00	\$ 2,748.00	\$ 74,779.00
Indirect As A Percent of Direct		4.5%							

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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



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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

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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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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

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- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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Jeffrey A. Meyers
Commissioner

Marilee Niban, M.B.A.
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-6139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

16
Bureau

G&C Approved
June 9, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Date 6/29/16
Item # 16

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into agreements with the vendors listed below for the provision of Emergency Solutions Grant services in an amount not to exceed \$1,495,592, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2018. 100% Federal Funds.

Vendor	Vendor Number	Address	Amount
Community Action Partnership of Belknap and Merrimack County	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558
Community Action Program of Strafford County	177200-B004	642 Central Avenue Dover, NH. 03820	\$149,558
Easter Seals of New Hampshire	177204-B005	555 Auburn Street Manchester, NH 03103	\$149,558
Harbor Homes, Inc.	155358-B001	45 High Street, Nashua, NH 03060	\$149,570
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558
Southwestern Community Services	177511-P001	63 Community Way Keene, NH	\$448,674
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558
The Way Home, Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558
Total:			\$1,495,592

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAMS

Fiscal Year	Class	Title	Amount
2017	102-500731	Contracts for Program Svcs.	\$747,796
2018	102-500731	Contracts for Program Svcs.	\$747,796
		Total:	\$1,495,592

EXPLANATION

The purpose of these agreements is to provide Emergency Solutions Grant Program services, which includes interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families, from becoming homeless or the services assist individuals who are currently homes to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will also ensure that eligible individuals have access to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

In 2015 the Emergency Solutions Grant served 2,872 clients who were homeless or at imminent risk of homelessness. Of these 2,872 clients, 200 were veterans, 109 were chronically homeless, and 667 were in families with children.

A Request for Applications was posted to the Department's website from December 18, 2015 through February 5, 2016 to solicit vendors to provide Emergency Solutions Grant services. The Department received nine (9) applications in response to the Request for Applications. A team of individuals with program specific knowledge and experience evaluated the applications. One (1) application received by the Department did not comport with the services requested in the Request for Applications. Three (3) applications were from one (1) vendor. The Department selected seven (7) vendors with which to enter into eight (8) agreements. The bid sheet is attached.

This contract contains language that reserves the Department's right to renew services for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, individuals and families may not receive the emergency housing assistance necessary to prevent or reduce the risk of homelessness.

Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan, MBA
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Emergency Solutions Grant (ESG)

17-DHHS-DCBCS-BHHS-RFA-01

RFA Name

RFA Number

Reviewer Names

- Bidder Name**
1. **Community Action Partnership of Strafford County**
 2. **Community Action Program, Belknap-Merrimack Counties, Inc.**
 3. **Easter Seals NH, Inc.**
 4. **Harbor Homes, Inc.**
 5. **Headrest, Inc.**
 6. **Southern NH Services**
 7. **Southwestern Community Services, Inc. - Cheshire**
 8. **Southwestern Community Services, Inc. - Sullivan**
 9. **The Bridge House, Inc.**
 10. **The Front Door Agency**
 11. **The Way Home**

Pass/Fail	Maximum Points	Actual Points
	165	153
	165	153
	165	161
	165	164
	165	0
	165	158
	165	154
	165	154
	165	111
	165	161
	165	162

1. **Melissa Hatfield, BHHS Program Specialist**
2. **Julie Lane, BHHS program Specialist**
3. **Kristi Trudel, Program Planning & Review Specialist**
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: Emergency Solutions Grant Program (2017-BHHS-RFA-01)


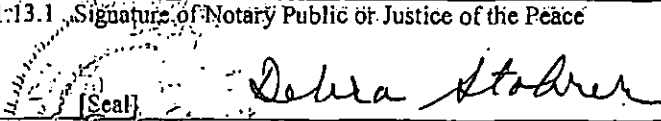
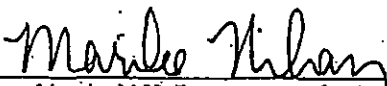
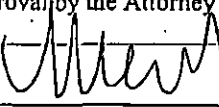
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Services		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-662-8010	1.6 Account Number: 05-95-42-423010- 7927-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$149,558
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donna Lee Lozeau - Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 12, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, of satisfactory proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Debra Stohrer, Exec. Assistant DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Deputy Commissioner, DHHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan York - Attorney On: <u>6/3/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. **EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:

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

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to individuals and families in the county of Rockingham who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:
 - 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, in accordance with 24 CFR 576. Income eligibility must be assessed every 6 months of program participation. The Contractor shall ensure annual income:
 - 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
 - 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
 - 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.
 - 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:
 - 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
 - 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
 - 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.
 - 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.

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Exhibit A

- 2.1.2.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be in accordance with HUD's preferred method of verification as noted in 24 CFR 576.
 - 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing shall meet 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.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$9,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.
 - 2.4.2. Rental assistance over no more than a 9-month period. The Contractor shall:
 - 2.4.2.1. Enter into a rental assistance agreement with the owner/landlord on behalf of the program participant, ensuring that the Contractor



Exhibit A

receives a copy of all general notices, complaints, and notices of eviction from the landlord/owner.

- 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
- 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
- 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.
- 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which includes but is not limited to:

2.5.1. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.

2.5.2. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing

2.6. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).

3. Reporting Requirements

3.1. The contractor shall provide quarterly reports using HMIS data which include, number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter.

4. Deliverables of Services

4.1. The Contractor shall provide housing stabilization case management to a minimum of sixteen (16) households.

4.2. The Contractor shall successfully and rapidly re-house ten (10) households in safe and sustained housing.

4.3. The Contractor shall ensure all client level data in Section 2.7 is entered into NH HMIS within five (5) days of the client's entry into the program.

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METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable
Federal Funds: 100%
CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Amount: \$74,779 SFY 2017
\$74,779 SFY 2018
\$149,558 Total

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed \$149,558.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE: REVIEW BY THE STATE

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines.

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Exhibit B

established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment requests on a monthly basis.

3.2.1. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

4.1. The State agrees to provide payment for actual costs up to \$149,558 as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.

4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

4.3. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR part 200.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

5.1.2. The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
 - 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services; Disallowance of Costs:** 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.
13. **Credits:** 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:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "~~Financial Management Guidelines~~" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

~~14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$1,000,000 per occurrence; and~~

4. The Division reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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



- 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.

Contractor Name:

May 12 2016
Date

Maria Lopez
Name:
Title:

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5/12/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

May 12 2016
Date

Marilee Pozzan
Name:
Title:



**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 Order 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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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 (11)(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:

May 12 2016
Date

Donna Lee Lobean
Name: Donna Lee Lobean
Title: Executive Director

Contractor Initials

Date

DL
5/12/16



**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:

May 12 2016
Date

Donna Lee Lozeau
Name: Donna Lee Lozeau
Title: Executive Director

Exhibit G

Contractor Initials

DL

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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:

May 12 2016
Date

Donna Ke LeBeau
Name: Donna Ke LeBeau
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed;
- o The extent to which the risk to the protected health information has been mitigated.

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

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



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



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.



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.

State of NH
 The State
Marlo Nihan
 Signature of Authorized Representative
Marilee Nihan
 Name of Authorized Representative
Deputy Commissioner
 Title of Authorized Representative
5/24/16
 Date

Southern NH Services
 Name of the Contractor
Annalee Lozeau
 Signature of Authorized Representative
Donna Lee Lozeau
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
May 12 - 2016
 Date



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

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

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

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

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

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

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

Contractor Name:

May 12-2016
Date

Donna Lee Loleau
Name: Donna Lee Loleau
Title: Executive Director



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: 088584065
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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

This Amendment to the Emergency Solutions Grant Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), as amended on June 20, 2018 (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631
4. Modify Exhibit A, Scope of Services, Section-4, Deliverables of Services, by adding Subsection 4.4 through Section 4.6 to read:
 - 4.4. The Department may annually conduct on-site reviews of the Contractor operations to ensure compliance with the contractual objectives.
 - 4.5. The Department may annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
 - 4.6. The Department may provide training for Contractor staff as needed.

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

6/25/2021

Date

DocuSigned by:

Christine Santaniello

Name: Christine Santaniello

Title: Associate Commissioner

Southwestern Community Services, Inc.

6/21/2021

Date

DocuSigned by:

John Manning

Name: John Manning

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/25/2021

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:

State of New Hampshire

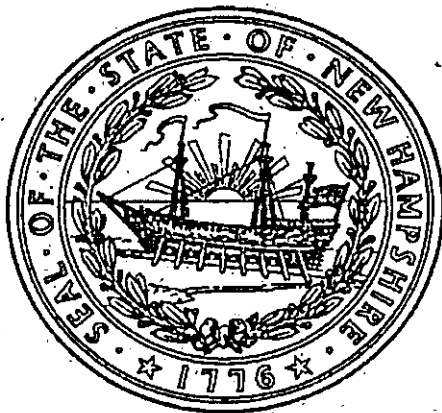
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0005339790



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services Inc.
(Corporation/LLC Name)

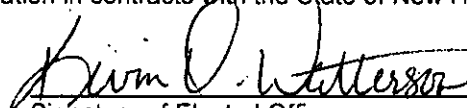
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Feb 18, 2016, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That John Manning, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services Inc to enter into contracts or agreements with
(Name of Corporation/ LLC)
the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in 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: 6/24/2021



Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2021

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

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

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431		CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: aodonnell@clark-mortenson.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co.	NAIC #: 18058
INSURED		INSURER B: Maine Employers Mut Ins Co	11149
Southwestern Comm Services Inc PO Box 603 Keene NH 03431		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21/22 Master **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2291636	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2291641	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB773640	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3102800768	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Workers Compensation laws apply for the state of: NH
All Officers are included

CERTIFICATE HOLDER

CANCELLATION

Department of Health & Human Services Bureau of Contracts & 129 Pleasant Street Concord NH 03301	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 

Vision Statement

Southwestern Community Services

SCS seeks to **create** and **support** a climate within the communities of southwestern New Hampshire wherein **poverty is never accepted** as a chronic or permanent condition of any person's life.

Mission Statement

Southwestern Community Services

SCS strives to **empower** low income people and families. With **dignity and respect**, **SCS** will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward **self-sufficiency**.

In **partnership** and close **collaboration** with local communities, **SCS** will provide **leadership** and **support** to develop resources, programs and services to further aid this population.

Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC.
AND RELATED COMPANIES

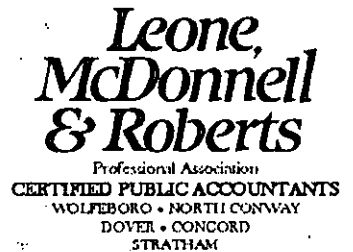
**FOR THE YEARS ENDED
MAY 31, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORTS**

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2020 AND 2019**

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To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2020 and 2019, and the related consolidated statements of cash flows, functional expenses, and notes to the consolidated financial statements for the years then ended, and the related consolidated statement of activities for the year ended May 31, 2020.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 5, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedules of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the Schedules of Functional Revenues and Expenses, are presented for purposes of additional analysis and are 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 information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 5, 2020, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts Professional Association

October 5, 2020
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2020 AND 2019****ASSETS**

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,400,153	\$ 882,187
Accounts receivable	1,203,489	1,245,826
Prepaid expenses	57,168	51,722
Notes receivable	-	112,000
Interest receivable	-	45,547
Total current assets	<u>2,660,810</u>	<u>2,337,282</u>
PROPERTY		
Land and buildings	19,243,210	19,188,791
Vehicles and equipment	541,236	554,976
Furniture and fixtures	271,753	220,291
Total property	<u>20,056,199</u>	<u>19,964,058</u>
Less accumulated depreciation	<u>8,557,576</u>	<u>7,938,217</u>
Property, net	<u>11,498,623</u>	<u>12,025,841</u>
OTHER ASSETS		
Investment in related parties	198,492	198,728
Due from related parties	59,067	59,102
Cash escrow and reserve funds	809,897	849,334
Security deposits	69,767	62,996
Other assets	384	384
Total other assets	<u>1,137,607</u>	<u>1,170,544</u>
Total assets	<u>\$ 15,297,040</u>	<u>\$ 15,533,667</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 160,672	\$ 391,613
Accrued expenses	87,023	119,620
Accrued payroll and payroll taxes	228,394	233,900
Other current liabilities	149,154	138,740
Refundable advances	290,437	180,994
Interest payable	-	49,547
Current portion of long term debt	125,324	227,221
Total current liabilities	<u>1,041,004</u>	<u>1,341,635</u>
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	8,905,857	9,086,445
Paycheck Protection Program	439,070	-
Total noncurrent liabilities	<u>9,344,927</u>	<u>9,086,445</u>
Total liabilities	<u>10,385,931</u>	<u>10,428,080</u>
NET ASSETS		
Without donor restrictions	4,766,637	4,922,671
With donor restrictions	144,472	182,916
Total net assets	<u>4,911,109</u>	<u>5,105,587</u>
Total liabilities and net assets	<u>\$ 15,297,040</u>	<u>\$ 15,533,667</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Total</u>	<u>2019 Total</u>
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 10,619,721	\$ -	\$ 10,619,721	\$ 10,672,702
Program service fees	2,605,816	-	2,605,816	2,485,405
Rental income	1,165,032	-	1,165,032	995,380
Developer fee income	1,508	-	1,508	-
Support	516,375	77,235	593,610	452,391
Sponsorship	26,546	-	26,546	70,893
Interest income	9,224	-	9,224	7,153
Forgiveness of debt	79,338	-	79,338	388,849
Miscellaneous	148,113	-	148,113	120,697
In-kind contributions	167,553	-	167,553	241,499
	<u>15,339,226</u>	<u>77,235</u>	<u>15,416,461</u>	<u>15,434,969</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>115,679</u>	<u>(115,679)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>15,454,905</u>	<u>(38,444)</u>	<u>15,416,461</u>	<u>15,434,969</u>
EXPENSES				
Program services				
Home energy programs	5,153,989	-	5,153,989	5,238,483
Education and nutrition	2,687,612	-	2,687,612	2,659,830
Homeless programs	2,060,655	-	2,060,655	1,994,872
Housing services	2,433,660	-	2,433,660	2,319,865
Economic development services	737,663	-	737,663	721,370
Other programs	775,342	-	775,342	894,986
	<u>13,848,921</u>	<u>-</u>	<u>13,848,921</u>	<u>13,829,406</u>
Supporting activities				
Management and general	1,761,642	-	1,761,642	1,880,406
	<u>15,610,563</u>	<u>-</u>	<u>15,610,563</u>	<u>15,709,812</u>
CHANGES IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	<u>(155,658)</u>	<u>(38,444)</u>	<u>(194,102)</u>	<u>(274,843)</u>
LOSS ON SALE OF PROPERTY	<u>(140)</u>	<u>-</u>	<u>(140)</u>	<u>(6,481)</u>
(LOSS) GAIN ON INVESTMENT IN LIMITED PARTNERSHIPS	<u>(236)</u>	<u>-</u>	<u>(236)</u>	<u>18,116</u>
CHANGE IN NET ASSETS	<u>(156,034)</u>	<u>(38,444)</u>	<u>(194,478)</u>	<u>(263,208)</u>
NET ASSETS, BEGINNING OF YEAR	<u>4,922,671</u>	<u>182,916</u>	<u>5,105,587</u>	<u>3,932,113</u>
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,436,682</u>
NET ASSETS, END OF YEAR	<u>\$ 4,766,637</u>	<u>\$ 144,472</u>	<u>\$ 4,911,109</u>	<u>\$ 5,105,587</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF CASH FLOWS**
FOR THE YEARS ENDED MAY 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (194,478)	\$ (263,208)
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	663,252	580,115
Loss on disposal of property	140	6,481
Loss (gain) on investment in limited partnerships	236	(18,116)
Forgiveness of debt	(79,338)	(388,849)
Decrease (increase) in assets:		
Accounts receivable	42,337	(185,904)
Prepaid expenses	(5,446)	5,509
Interest receivable	45,547	-
Due from related parties	35	44,240
Security deposits	(6,771)	5,151
(Decrease) increase in liabilities:		
Accounts payable	(230,941)	145,829
Accrued expenses	(32,597)	(106,905)
Accrued payroll and payroll taxes	(5,506)	(16,792)
Other current liabilities	10,414	3,167
Refundable advances	109,443	(12,937)
Interest payable	(49,547)	49,547
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>266,780</u>	<u>(152,672)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	-	215,000
Purchase of property	(136,174)	(139,717)
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(136,174)</u>	<u>75,283</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	36,679	40,048
Repayment of long term debt	(127,826)	(160,029)
Paycheck Protection Program funds received	439,070	-
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>347,923</u>	<u>(119,981)</u>
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	478,529	(197,370)
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	1,731,521	1,604,748
CASH TRANSFERRED FROM LIMITED PARTNERSHIP	-	324,143
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 2,210,050</u>	<u>\$ 1,731,521</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	\$ 165,929	\$ 203,408
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Transfer of assets from newly consolidated LP:		
Prepaid expenses	\$ -	\$ (22,212)
Land and buildings	-	(2,373,335)
Furniture and fixtures	-	(168,237)
Security deposits	-	(16,151)
	<u>-</u>	<u>(2,579,935)</u>
Total transfer of assets from newly consolidated LP	\$ -	\$ (2,579,935)
Transfer of liabilities from newly consolidated LP:		
Accounts payable	\$ -	\$ 121,699
Accrued expenses	-	20,347
Due to related parties	-	85,181
Long term debt	-	1,332,075
	<u>-</u>	<u>1,559,302</u>
Total transfer of liabilities from newly consolidated LP	\$ -	\$ 1,559,302
Total partners' capital from newly consolidated LP	\$ -	\$ 1,344,776
Partners' capital previously recorded as investment in related parties	-	<u>91,906</u>
Total transfer of partners' capital from newly consolidated LP	\$ -	<u>\$ 1,436,682</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2020**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2020 Total
Payroll	\$ 467,456	\$ 1,374,787	\$ 335,905	\$ 735,214	\$ 435,177	\$ 424,014	\$ 3,772,553	\$ 731,826	\$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt expense	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	366,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	6,667	13,010	24,560	56,680	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,942	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional fees	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,469	583,375	2,699	89	1,112,944	100,446	1,213,390
Direct client assistance	3,637,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	<u>655,609</u>	<u>341,876</u>	<u>262,124</u>	<u>309,572</u>	<u>93,834</u>	<u>98,627</u>	<u>1,761,642</u>	<u>(1,761,642)</u>	<u>-</u>
TOTAL FUNCTIONAL EXPENSES	\$ 5,809,598	\$ 3,029,488	\$ 2,322,779	\$ 2,743,232	\$ 831,497	\$ 873,969	\$ 15,610,563	\$ -	\$ 15,610,563

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2019**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2019 Total
Payroll	\$ 432,968	\$ 1,224,986	\$ 377,595	\$ 775,425	\$ 414,730	\$ 432,826	\$ 3,658,530	\$ 753,068	\$ 4,411,598
Payroll taxes	33,521	97,919	29,527	59,738	33,519	34,195	288,419	58,304	346,723
Employee benefits	105,054	415,890	142,654	289,985	97,771	180,294	1,232,648	111,111	1,343,759
Retirement	29,200	70,406	18,908	61,936	27,831	16,181	224,462	71,547	296,009
Advertising	-	500	1,912	4,013	818	9,487	16,730	-	16,730
Bank charges	-	-	-	4,444	-	1	4,445	7,329	11,774
Bad debt expense	-	10	-	90	-	-	100	-	100
Computer cost	-	24,540	4,759	3,027	14,926	750	48,002	116,846	164,848
Contractual	629,045	32,930	230,984	38,696	2,719	116,585	1,050,959	39,743	1,090,702
Depreciation	-	28,300	108,291	281,950	-	14,207	432,748	147,367	580,115
Dues/registration	-	5,277	-	488	668	1,312	7,945	11,879	19,824
Duplicating	-	8,852	-	-	-	-	8,852	4,155	13,007
Insurance	6,714	14,798	23,590	60,672	14,130	7,164	127,068	33,892	160,960
Interest	-	7,775	8,022	21,956	-	1,610	39,363	164,045	203,408
Meeting and conference	8,673	813	2,567	8,104	565	22,569	43,291	24,957	68,248
Miscellaneous expense	181	1,695	637	34,793	3,651	2,931	43,888	19,278	63,166
Miscellaneous taxes	-	-	-	34,900	-	-	34,900	389	35,289
Equipment purchases	1,292	15,274	-	7,287	-	-	23,853	1,180	25,033
Office expense	24,820	8,499	6,695	11,475	6,458	807	58,754	11,656	70,410
Postage	97	268	138	53	214	-	770	24,238	25,008
Professional fees	4,300	-	1,301	36,095	-	-	41,696	90,968	132,664
Staff development and training	2,128	1,580	1,678	72	1,904	21,877	29,239	10,590	39,829
Subscriptions	-	-	-	655	354	-	1,009	399	1,408
Telephone	2,087	2,356	18,479	17,817	2,336	1,589	44,664	52,308	96,972
Travel	7,951	16,256	15,412	5,183	29,531	608	74,941	4,855	79,796
Vehicle	2,300	5,225	1,088	37,795	44,426	8,568	99,402	13,436	112,838
Rent	-	24,800	-	150	-	-	24,950	-	24,950
Space costs	-	194,946	332,351	512,392	1,000	376	1,041,065	106,866	1,147,931
Direct client assistance	3,947,152	214,436	668,284	10,674	23,619	21,049	4,885,214	-	4,885,214
In-kind expenses	-	241,499	-	-	-	-	241,499	-	241,499
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,238,483	2,659,830	1,994,872	2,319,865	721,370	894,986	13,829,406	1,880,406	15,709,812
Allocation of management and general expenses	712,284	361,661	271,246	315,436	98,086	121,693	1,880,406	(1,880,406)	-
TOTAL FUNCTIONAL EXPENSES	\$ 5,950,767	\$ 3,021,491	\$ 2,266,118	\$ 2,635,301	\$ 819,456	\$ 1,016,679	\$ 15,709,812	\$ -	\$ 15,709,812

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2020 AND 2019**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Jaffrey Housing Associates, Limited Partnership (Jaffrey) – Sold 2/1/19
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)

Basis of Accounting

The consolidated financial statements of Southwestern Community Services, Inc. and related companies have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of May 31, 2020 and 2019, the Organization had net assets without donor restrictions and with donor restrictions.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2019 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill; are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of May 31:

	<u>2020</u>	<u>2019</u>
Cash, operations	\$ 1,400,153	\$ 882,187
Cash escrow and reserve funds	<u>809,897</u>	<u>849,334</u>
Total cash and restricted cash	<u>\$ 2,210,050</u>	<u>\$ 1,731,521</u>

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2020 and 2019. The Organization has no policy for charging interest on overdue accounts.

Notes Receivable

The Organization had two notes receivable from Monadnock Economic Development Corporation (MEDC), an unrelated third party. The notes receivables were stated at the amount that was expected to be collected at year end. Interest was accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable was \$112,000 and \$45,547, respectively, at May 31, 2019. Payment on the notes receivable and accrued interest was realized during the year ended May 31, 2020.

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2020 and 2019, approximately 69% of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2020 and 2019 totaled \$663,252 and \$580,115, respectively.

Advertising

The Organization expenses advertising costs as incurred.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards totaling \$1,230,191 and \$1,012,604 at May 31, 2020 and 2019, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling \$555 and \$579 at May 31, 2020 and 2019, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Tax benefit from loss carryforwards	\$258,457	\$212,768
Valuation allowance	<u>(258,457)</u>	<u>(212,768)</u>
Deferred tax asset	\$ _____	\$ _____

Drewsville, Jaffrey, Troy Senior, Winchester, Keene East Side, Swanzey, and Snow Brook are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2018 – 2020), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

New Accounting Pronouncement

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (230): Restricted Cash (ASU 2016-18). The amendments address diversity in practice that exists in the classification and presentation of changes in restricted cash on the statement of cash flows. The amendments require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. As a result, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling beginning-of-period and end-of-period total amounts shown on the statement of cash flows. ASU 2016-18 is effective for the Organization's fiscal year ending May 31, 2020 and has been applied retrospectively to all periods presented.

During the year, the Organization adopted the provisions of FASB ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending May 31, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 11.96% effective from June 1, 2017 through May 31, 2020.

NOTE 2

BANK LINE OF CREDIT

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate. The line is secured by all the Organization's assets. As of May 31, 2020 and 2019, the interest rate was 3.25% and 5.50%, respectively. There was no outstanding balance at May 31, 2020 and 2019.

NOTE 3 **LONG TERM DEBT**

The long term debt at May 31, 2020 and 2019 consisted of the following:

	<u>2020</u>	<u>2019</u>
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization (NHHFA, 96 Main Street).	\$ 136,370	\$ 145,647
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	29,589	31,589
5.25% note payable to a bank in monthly installments for principal and interest of \$988 through March 2021. The note is secured by real estate of the Organization (People's United Bank, Ashuelot).	9,652	20,672
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 17 Pearl).	244,505	244,505
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 41-43 Central).	376,363	376,363
4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are \$1,957. The note is secured by real estate of the Organization (People's United Bank, Milestones).	130,230	146,515

	<u>2020</u>	<u>2019</u>
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,175,749	2,212,288
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000
4% note payable to a development company, in annual interest installments only through March 2015, at which time a final balloon payment of the entire principal balance was due. The remaining balance was still outstanding at May 31, 2019. The note was satisfied during the year ended May 31, 2020. The note was secured by real estate of the Organization (MEDC, Keene Office/Community Way).	-	63,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance was still outstanding at May 31, 2019. The note was satisfied during the year ended May 31, 2020. The note was secured by real estate of the Organization (MEDC, Keene Office/Community Way).	-	45,000
Note payable to a bank in monthly installments for principal and interest of \$2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2020 and 2019. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	389,578	401,891

	<u>2020</u>	<u>2019</u>
5.19% note payable to a bank in monthly installments for principal and interest of \$889 through May 2021. The note is secured by real estate of the Organization (TD Bank, 45 Central Street).	88,433	94,733
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	100,000	125,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	60,000	75,000
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	328,219	344,536
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive \$472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Keene Shelter).	9,500	-

	<u>2020</u>	<u>2019</u>
6.99% note payable to a finance company in monthly installments for principal and interest of \$652 through June 2019. The note was secured by a vehicle (TCF, Econoline Van) and paid in full during 2020.	-	1,293
5.54% note payable to a finance company in monthly installments for principal and interest of \$543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	12,637	19,287
6.54% note payable to a finance company in monthly installments for principal and interest of \$442 through November 2023. The note is secured by a vehicle (Ally, GMC Acadia).	15,903	-
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	140,210	140,210
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	162,880	185,899

	<u>2020</u>	<u>2019</u>
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Swanzy - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	289,996	282,720
Swanzy - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of \$1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	365,474	377,110
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of \$2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	441,872	446,561
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	237,173	237,173

	<u>2020</u>	<u>2019</u>
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of \$370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	46,978	50,436
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	85,028	92,058
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	<u>150,000</u>	<u>150,000</u>
Total long-term debt before unamortized deferred financing costs	9,049,462	9,332,609
Unamortized deferred financing costs	<u>(18,281)</u>	<u>(18,943)</u>
Less current portion due within one year	<u>9,031,181</u> <u>125,324</u>	<u>9,313,666</u> <u>227,221</u>
	<u>\$ 8,905,857</u>	<u>\$ 9,086,445</u>

The schedule of maturities of long term debt at May 31, 2020 is as follows:

Year Ending <u>May 31</u>	<u>Amount</u>
2021	\$ 125,324
2022	120,502
2023	119,477
2024	120,573
2025	123,395
Thereafter	<u>8,440,191</u>
Total	<u>\$ 9,049,462</u>

NOTE 4 OPERATING LEASES

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2025. Monthly lease payments range from \$60 to \$3,625. Lease expense for the years ended May 31, 2020 and 2019 totaled \$140,758 and \$144,880, respectively.

Future minimum payments as of May 31, 2020 on the above leases are as follows:

<u>Year Ending</u> <u>May 31</u>	<u>Amount</u>
2021	\$ 84,318
2022	18,318
2023	1,050
2024	720
2025	<u>120</u>
Total	<u>\$ 104,526</u>

NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2020 and 2019, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$141,970 and \$131,864, respectively.

NOTE 6 CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of ten limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$13,988,000 and \$14,151,000 at May 31, 2020 and 2019, respectively.

Partnership real estate with a cost basis of approximately \$35,896,000 and \$35,831,000 at May 31, 2020 and 2019, respectively, provides collateral on these loans.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2020 and 2019.

NOTE 7 **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2020 and 2019, SCS Housing, Inc. managed eight and ten limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled \$295,814 and \$313,466, for the years ended May 31, 2020 and 2019, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled \$59,067 and \$59,102 at May 31, 2020 and 2019, respectively.

NOTE 8 **EQUITY INVESTMENT**

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	<u>2020</u>	<u>2019</u>
Cityside Housing Associates, LP	\$ (9,505)	\$ (9,500)
Marlborough Homes, LP	(27)	(11)
Payson Village Senior Housing Associates, LP	(12,514)	(12,503)
Railroad Square Senior Housing Associates, LP	(2,071)	(1,897)
Warwick Meadows Housing Associates, LP	(28)	(21)
Woodcrest Drive Housing Associates, LP	222,842	222,842
Westmill Senior Housing, LP	64	78
Keene Highland Housing Associates, LP	<u>(269)</u>	<u>(260)</u>
	<u>\$ 198,492</u>	<u>\$ 198,728</u>

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, and Woodcrest Drive Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2020 and 2019.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2020 and 2019.

The remaining 99.99% ownership interest in Swanzey Township Housing Associates, LP and Snow Brook Meadow Village Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2019 (see Note 13), and therefore the limited partnership is included in the consolidated financial statements for the years ended May 31, 2020 and 2019.

Southwestern Community Services, Inc. was a 14.3% member of Pilot Health, LLC during the year ended May 31, 2018. Pilot Health was terminated during the year ended May 31, 2019.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2020 and 2019, consists of the following:

	<u>2020</u>	<u>2019</u>
Total assets	<u>\$ 5,510</u>	<u>\$ 5,745</u>
Total liabilities	2,448	2,454
Capital/Member's equity	<u>3,062</u>	<u>3,291</u>
	<u>\$ 5,510</u>	<u>\$ 5,745</u>
Income	\$ 440	\$ 426
Expenses	<u>648</u>	<u>661</u>
Net income (loss)	<u>\$ (208)</u>	<u>\$ (235)</u>

NOTE 9 **RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$278,209 and \$296,009 for the years ended May 31, 2020 and 2019, respectively.

NOTE 10 **RESTRICTIONS ON NET ASSETS**

Net assets with donor restrictions are available for the following purposes:

	<u>2020</u>	<u>2019</u>
NNECAC – Annual Conference Fund	\$ 4,814	\$ 5,973
GAPS/Warm Fund	91,725	91,908
Transport	40,000	47,260
HS Parents Association	7,933	6,575
EHS	<u>-</u>	<u>31,200</u>
Total net assets with donor restrictions	<u>\$ 144,472</u>	<u>\$ 182,916</u>

NOTE 11 **BOARD DESIGNATED NET ASSETS**

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was \$14,888 and \$12,784 designated by the board at May 31, 2020 and 2019, respectively.

NOTE 12 **FORGIVENESS OF DEBT**

During the years ended May 31, 2020 and 2019, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled \$79,338 and \$388,849 for the years ended May 31, 2020 and 2019, respectively.

NOTE 13 **TRANSFER OF PARTNERSHIP INTEREST**

During the year ended May 31, 2019, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Swanzey and Snow Brook. The amount paid for the partnership interest in Swanzey and Snow Brook was \$1 each, and at the time of acquisition, Southwestern Community Services, Inc. became the general partner. The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

	<u>Swanzey</u>	<u>Snow Brook</u>
Date of Transfer	06/30/2018	05/01/2019
Cash	\$ 12,856	\$ 13,374
Security deposits	7,330	8,821
Cash reserves	119,061	178,852
Property, net	1,330,231	1,211,341
Other assets	<u>6,436</u>	<u>15,776</u>
Total assets	<u>1,475,914</u>	<u>1,428,164</u>

Notes payable	666,902	665,173
Other Liabilities	<u>87,108</u>	<u>140,119</u>
Total liabilities	<u>754,010</u>	<u>805,292</u>
Partners' capital	721,904	622,872
Partners' capital previously recorded as an investment in related parties	<u>31,190</u>	<u>60,716</u>
Partners' capital transferred	<u>\$ 753,094</u>	<u>\$ 683,588</u>

NOTE 14 AVAILABILITY AND LIQUIDITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 1,400,153	\$ 882,187
Accounts receivable	1,203,489	1,245,826
Due from related party	59,067	59,102
Notes receivable	-	112,000
Interest receivable	-	45,547
Cash escrow and reserve funds	<u>809,897</u>	<u>849,334</u>
Total financial assets	<u>3,472,606</u>	<u>3,193,996</u>
Less amounts not available to be used within one year:		
Due from related party	(59,067)	(59,102)
Notes receivable	-	(112,000)
Interest receivable	-	(45,547)
Reserve funds	<u>(809,897)</u>	<u>(849,334)</u>
Total amounts not available within one year	<u>(868,964)</u>	<u>(1,065,983)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,603,642</u>	<u>\$ 2,128,013</u>

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately \$1,215,000 and \$1,224,000 at May 31, 2020 and 2019, respectively. The Organization has a \$250,000 line of credit available to meet cash flow needs.

NOTE 15 **PAYCHECK PROTECTION PROGRAM**

In April 2020, the Organization received loan proceeds in the amount of \$439,070 under the Paycheck Protection Program ("PPP"). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES ACT"). If the Organization does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first six months. As of the date of the audit report, the Organization has been using the proceeds for purposes consistent with the PPP. The Organization has 24 weeks beginning the date the proceeds were received to use up all the PPP proceeds. Through the date of this report, the Organization is on track to have the entire loan balance forgiven; however, the final determination of this has not occurred.

NOTE 16 **RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 17 **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 5, 2020, the date the financial statements were available to be issued.

Subsequent to year end, the Organization obtained approval from the Small Business Administration for an Economic Injury Disaster Loan (EIDL). The terms of the agreement allow the Organization to draw up to \$150,000. Interest will accrue at the rate of 2.75% per annum and will accrue only on funds actually advanced from the date(s) of each advance. Installments, including principal and interest, of \$641 monthly will begin in June 2021. The balance of principal and interest will be payable in June 2050. The loan is secured by the Small Business Administration. The schedule of maturities on this loan at May 31, 2020 is as follows:

Year Ending	Amount
<u>May 31</u>	
2021	\$ -
2022	3,201
2023	3,585
2024	3,685
2025	3,788
Thereafter	<u>135,741</u>
Total	<u>\$ 150,000</u>

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's business could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. COVID-19 also makes it more challenging for management to estimate future performance of the businesses, particularly over the near to medium term.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES
CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2020 Total
REVENUES									
Government contracts	\$ 4,518,118	\$ 3,020,857	\$ 1,759,258	\$ 21,581	\$ 797,710	\$ 33,809	\$ 10,151,333	\$ 468,388	\$ 10,619,721
Program service fees	832,454	-	66,804	985,951	3,496	707,147	2,595,852	9,964	2,605,816
Rental income	-	-	97,328	1,067,704	-	-	1,165,032	-	1,165,032
Developer fee income	-	-	-	1,508	-	-	1,508	-	1,508
Support	81,387	36,421	219,105	-	114,117	114,844	565,874	27,736	593,610
Sponsorship	-	6,809	-	-	-	19,737	26,546	-	26,546
Interest income	12	17	1,382	2,559	35	11	4,016	5,208	9,224
Forgiveness of debt	-	-	56,318	23,020	-	-	79,338	-	79,338
Miscellaneous	2,860	3,381	21,160	77,326	19,460	-	124,187	23,926	148,113
In-kind contributions	-	167,553	-	-	-	-	167,553	-	167,553
Total revenues and other support	\$ 5,434,831	\$ 3,235,038	\$ 2,221,355	\$ 2,179,649	\$ 934,818	\$ 875,548	\$ 14,881,239	\$ 535,222	\$ 15,416,461
EXPENSES									
Payroll	\$ 467,456	\$ 1,374,787	\$ 335,905	\$ 735,214	\$ 435,177	\$ 424,014	\$ 3,772,553	\$ 731,826	\$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	366,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	6,667	13,010	24,560	56,680	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,942	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional fees	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,469	583,375	2,699	89	1,112,944	100,446	1,213,390
Direct client assistance	3,637,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	655,609	341,876	262,124	309,572	93,834	98,627	1,761,642	(1,761,642)	-
TOTAL FUNCTIONAL EXPENSES	\$ 5,809,598	\$ 3,029,488	\$ 2,322,779	\$ 2,743,232	\$ 831,497	\$ 873,969	\$ 15,610,563	\$ -	\$ 15,610,563

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2019**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2019 Total
REVENUES									
Government contracts	\$ 4,846,587	\$ 2,853,470	\$ 1,607,684	\$ 53,038	\$ 734,566	\$ 148,424	\$ 10,243,769	\$ 428,933	\$ 10,672,702
Program service fee	572,421	-	74,144	997,150	24,700	772,978	2,441,391	44,014	2,485,405
Rental income	-	-	84,704	909,276	-	1,400	995,380	-	995,380
Support	12,751	16,848	123,635	-	168,704	130,453	452,391	-	452,391
Sponsorship	-	2,713	1,104	-	-	66,814	70,831	262	70,893
Interest income	12	-	2,183	3,211	13	21	5,440	1,713	7,153
Forgiveness of debt	-	-	59,141	329,708	-	-	388,849	-	388,849
Miscellaneous	2,770	10,389	4,844	69,893	25,146	-	113,042	7,655	120,697
In-kind contributions	-	241,499	-	-	-	-	241,499	-	241,499
Total revenues	\$ 5,434,541	\$ 3,124,919	\$ 1,957,439	\$ 2,382,276	\$ 953,128	\$ 1,120,088	\$ 14,952,392	\$ 482,577	\$ 15,434,969
EXPENSES									
Payroll	\$ 432,968	\$ 1,224,986	\$ 377,595	\$ 775,425	\$ 414,730	\$ 432,826	\$ 3,658,530	\$ 753,068	\$ 4,411,598
Payroll taxes	33,521	97,919	29,527	59,738	33,519	34,195	288,419	58,304	346,723
Employee benefits	106,054	415,890	142,654	289,985	97,771	180,294	1,232,648	111,111	1,343,759
Retirement	29,200	70,406	18,908	61,936	27,831	16,181	224,462	71,547	296,009
Advertising	-	500	1,912	4,013	818	9,487	16,730	-	16,730
Bank Charges	-	-	-	4,444	-	1	4,445	7,329	11,774
Bad debt	-	10	-	90	-	-	100	-	100
Computer cost	-	24,540	4,759	3,027	14,926	750	48,002	116,846	164,848
Contractual	629,045	32,930	230,984	38,696	2,719	116,585	1,050,959	39,743	1,090,702
Depreciation	-	26,300	108,291	281,950	-	14,207	432,748	147,367	580,115
Dues/registration	-	5,277	-	488	868	1,312	7,945	11,879	19,824
Duplicating	-	8,852	-	-	-	-	8,852	4,155	13,007
Insurance	6,714	14,798	23,590	60,672	14,130	7,164	127,068	33,892	160,960
Interest	-	7,775	8,022	21,956	-	1,610	39,363	164,045	203,408
Meeting and conference	8,673	813	2,567	8,104	565	22,569	43,291	24,957	68,248
Miscellaneous expense	181	1,695	637	34,793	3,651	2,931	43,888	19,278	63,166
Miscellaneous taxes	-	-	-	34,900	-	-	34,900	389	35,289
Equipment purchases	1,292	15,274	-	7,287	-	-	23,853	1,180	25,033
Office expense	24,820	8,499	6,695	11,475	6,458	807	58,754	11,656	70,410
Postage	97	268	138	53	214	-	770	24,238	25,008
Professional	4,300	-	1,301	38,095	-	-	41,696	90,968	132,664
Staff development and training	2,128	1,580	1,678	72	1,904	21,877	29,239	10,590	39,829
Subscriptions	-	-	-	655	354	-	1,009	399	1,408
Telephone	2,087	2,356	18,479	17,817	2,336	1,589	44,664	52,308	96,972
Travel	7,951	16,256	15,412	5,183	29,531	608	74,941	4,855	79,796
Vehicle	2,300	5,225	1,088	37,795	44,426	8,568	99,402	13,436	112,838
Rent	-	24,800	-	150	-	-	24,950	-	24,950
Space costs	-	194,946	332,351	512,392	1,000	376	1,041,065	106,866	1,147,931
Direct client assistance	3,947,152	214,436	668,284	10,674	23,619	21,049	4,885,214	-	4,885,214
In-kind expenses	-	241,499	-	-	-	-	241,499	-	241,499
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,238,483	2,659,830	1,994,872	2,319,865	721,370	894,986	13,829,406	1,880,406	15,709,812
Allocation of management and general expenses	712,284	361,661	271,246	315,436	98,086	121,693	1,880,406	(1,880,406)	-
TOTAL FUNCTIONAL EXPENSES	\$ 5,950,767	\$ 3,021,491	\$ 2,266,118	\$ 2,635,301	\$ 819,456	\$ 1,016,679	\$ 15,709,812	\$ -	\$ 15,709,812

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2020**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Agriculture				
Rural Housing Preservation Grant	10.433	Direct Funding	3403-02601-808	\$ 10,835
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-102-500734	310,898
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown	102,321
Food Distribution Cluster				
Commodity Supplemental Food Program	10.565	State of NH, Department of Health & Human Services	010-090-52600000-102-500734	2,328
Emergency Food Assistance Program (Admin)	10.568	Community Action Program Belknap-Merrimack Counties	Unknown	218
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	80,626
				<u>83,174</u>
Total U.S. Department of Agriculture				<u>\$ 507,328</u>
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	\$ 175,983
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Office of Human Services	010-042-7927-102-0731	126,201
				<u>302,184</u>
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	298,182
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	247,809
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	174,902
				<u>720,893</u>
Total U.S. Department of Housing and Urban Development				<u>\$ 1,023,077</u>
U.S. Department of Labor				
WIOA Cluster				
WIOA Adult Program	17.258	Southern NH Services	Unknown	\$ 43,833
WIOA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	31,112
				<u>74,945</u>
Total U.S. Department of Labor/WIOA Cluster				<u>\$ 74,945</u>
U.S. Department of Transportation Federal Transit Administration (FTA)				
Formula Grants for Rural Areas				
	20.509	State of NH, Department of Transportation	04-96-96-964010-2916	\$ 282,660
Transit Services Programs Cluster				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916	23,043
				<u>23,043</u>
Total U.S. Department of Transportation Federal Transit Administration (FTA)				<u>\$ 305,712</u>
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons				
	81.042	State of NH, Office of Energy & Planning	01-02-024010-7708-074-500587	\$ 287,894
				<u>287,894</u>
Total U.S. Department of Energy				<u>\$ 287,894</u>
U.S. Department of Health & Human Services				
Aging Cluster				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7708-074-500587	\$ 5,298
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-95-48-481010-7872	64,170
				<u>69,468</u>
Grants to States to Support Oral Health Workforce Activities	93.236	State of NH, DHHS, Division of Family Assistance	Unknown	8,929
Drug-Free Communities Support Program Grants	93.276	Direct Funding	5H79SP018677-08	31,000
TANF Cluster				
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown	297,982
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	3,988,578
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	258,351
				<u>4,244,927</u>
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	342,401
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance		22,306
Head Start	93.600	Direct Funding	01CH9959	2,598,280
				<u>2,962,987</u>
Medicaid Cluster				
Medical Assistance Program	93.778	State of NH, DHHS, Office of Human Services	05-95-47-470010-52010000	2,841
				<u>2,841</u>
Total U.S. Department of Health & Human Services				<u>\$ 7,815,914</u>
U.S. Department of Homeland Security				
Emergency Food and Shelter National Board Program				
	97.024	State of NH, DHHS, Office of Human Services	Unknown	\$ 8,870
				<u>8,870</u>
Total U.S. Department of Homeland Security				<u>\$ 8,870</u>
TOTAL				<u>\$ 9,803,540</u>
NON-FEDERAL				
State of New Hampshire Public Utilities Company		Home Energy Assistance		\$ 525,181
State of New Hampshire Public Utilities Company		Electrical Assistance Program		240,427
				<u>765,608</u>

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2020**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 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 Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

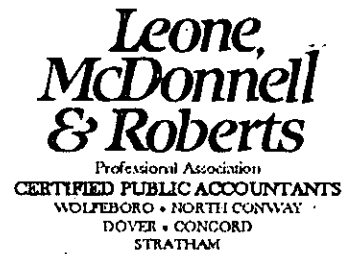
Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2020.



SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2020, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related consolidated notes to the financial statements, and have issued our report thereon dated October 5, 2020.

Internal Control Over Financial Reporting

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

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

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. 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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated 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 Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts Professional Association

October 5, 2020
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2020. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the 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 Southwestern Community Services, Inc.'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 Title 2 *U.S. Code of Federal Regulations 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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2020.

Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. 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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 were not 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.

Leone McDonnell & Roberts Professional Association

October 5, 2020
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2020**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, and U.S. Department of Energy; Weatherization Assistance for Low Income Individuals, 81.042. **NON-FEDERAL:** New Hampshire Public Utilities Company, Home Energy Assistance and Electrical Assistance Program.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2020**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2019.

Southwestern Community Services, Inc. Board of Directors - Composition – 2020

CHESHIRE COUNTY

SULLIVAN COUNTY

**CONSTITUENT
SECTOR**

Anne Beattie
Newport Service Organization

Mary Lou Huffling
Fall Mountain Emergency Food Shelf
Alstead Friendly Meals

Brianna Trombi
Head Start Policy Council
Parent Representative

open

**PRIVATE
SECTOR**

open

David Edkins
Town of Walpole

Kevin Watterson, Chair
Clarke Companies (*retired*)

Kerry Belknap Morris, M.Ed.
Early Childhood Education
River Valley Community College

**PUBLIC
SECTOR**

Jay Kahn
State Senator, District 10

Derek Ferland
Sullivan County Manager

Beth Fox
Assistant City Manager/
Human Resources Director
City of Keene

open

SIERRA HUBBARD

EXPERIENCE

- Sept. 2020 - present
 - Southwestern Community Services**
Supportive housing case manager
 - Help 40+ clients with short- or long-term rental assistance subsidies keep their housing, with meetings that cover:
 - budget counseling
 - landlord & tenant rights
 - encouraging self-advocacy
 - applying for state benefits and/or Social Security payments
 - tackling "mental labor" tasks (phone calls, paperwork, etc.)
 - recertification requirements

- June 2020 - Sept. 2020
 - Hundred Nights Inc.**
Case manager
 - Helped shelter guests and visitors to Hundred Nights' resource center:
 - apply for public housing assistance
 - gather identifying documentation (birth certificate, Social Security card, ID/license)
 - apply for state benefits
 - search for jobs
 - connect with outside resources for veterans, families, mental health, etc.

- April 2020 - June 2020
 - Overnight supervisor*
 - Ensured shelter guests' comfort and safety overnight: woke guests each morning and ensured everyone left the building on time

- Jan. 2018 - March 2020
 - The Keene Sentinel**
General assignment reporter
 - Covered city government, housing/homelessness and local business for a six-day publication serving 30 towns in southern New Hampshire

- June 2016 - July 2017
 - The Kennesaw State University Sentinel**
Editor-in-chief
 - Oversaw the weekly publication's budget, distribution, advertising, content and staff of 12 student editors and designers

- Feb. 2015 - June 2016
 - News editor*
 - Determined content, assigned and edited stories, and oversaw section layout

- Oct. 2013 - Feb. 2015
 - Staff writer*
 - Accepted assignments and covered breaking news on campus

EDUCATION

Kennesaw State University, GA
Dec. 2017

- B.S. in communication with a concentration in journalism
- Graduated with honors

TRAINING

First Aid/CPR
Completed Oct. 2020

HUD Lead-based Paint Visual Assessment course
Completed Oct. 2020

SOAR Online Training for SSDI/SSI adult applications
In progress
Estimated completion Spring 2021

SKILLS

Soft Skills:

- Interpersonal communication
- De-escalation tactics

Hard Skills:

- Written communication
- Research
- Management
- Proficiency with computer programs (Microsoft Office, some Adobe programs)



Liza Regan

PROFESSIONAL PROFILE

Southwestern Community Services, Keene, NH; August 2017 - Present

Supportive Housing Program Case Manager/Facilities Coordinator, Housing Stabilization Services

Responsibilities include: campus supervisor, case management, seek stable housing for clients, work with program vouchers, build community partner connections, build landlord connections, act as landlord agent for SCS permanent housing projects, property maintenance including managing contract bids, estimates and supervise indoor and outdoor facilities work orders

Mount Royal Academy, Sunapee, NH; September 2016 - December 2017

Drama Director/Substitute Teacher;

Responsibilities included: directing student productions for the community, advertising, fundraising and budgeting, classroom education, organizer and director at 2017 summer arts camp

Woodcrest Village Assisted Living, New London, NH; June 2017- August 2017

Resident Aide

Responsibilities included: assisting with personal care of residents, evaluating emergency situations, supervision of building during night shift, clear communication between residents, their families and staff, accurate medical reporting, written and verbal, basic house-keeping and laundry

Woodlawn Care Center, Newport, NH;

June 2019 – Current

Sub-contracted painter

June 2016 - June 2017

Residential Services Aide

Responsibilities included: laundry, housekeeping, music activities

January 2010 - September 2012

Licensed Nurse's assistant, activities assistant, kitchen aide

Self-Employment; January 2004 - December 2017

Home-study tutor, personal assistant, nanny, elderly homecare

SKILLS

- Self-Motivated
- Client-focused
- Maintenance Coordination
- Excellent communication
- Public Relations
- Time management skills
- Computer Knowledge
- Fundraising
- Compassionate
- Professional
- Leadership
- Creative

EDUCATION AND TRAINING

Bachelor of Arts

Liberal Arts, Magdalen College, Warner NH United States 2002

Education: Classical Study, Rhetoric, Logic, Music and Arts, Student Life Leadership, Paid Work Study, Choir Assistant

High School Diploma

Our Lady of Victory, Hamilton Ontario Canada 1998

PROJECTS: Maddie's Hands founded 2013: collecting and distributing hygiene products and home goods to local outreach projects, organized and hosted an annual day of respite for NH special needs families for four years

KAYLA CHRISTENSON

January 2021

EXPERIENCE

OCTOBER 2018 – PRESENT

SUPPORTIVE HOUSING PROGRAM COORDINATOR, SOUTHWESTERN COMMUNITY SERVICES

- Working in collaboration with SHP Case Managers to ensure individuals maintain their housing
- Processing applications, intakes and exits for all supportive housing programs
- Fostering and establishing relationships with both community partners and local landlords
- Forecasting program budgets to meet the needs of both our programs and clients
- Working directly with Program Director and BHS staff to ensure program compliance
- Completing recertifications for all of the supportive housing program residents
- Collaborating with all Housing Stabilization staff to best meet the needs of the clients

SUPPORTIVE HOUSING CASE MANAGER, SOUTHWESTERN COMMUNITY SERVICES

- Case management of clients throughout supportive housing programs
- Processing applications, intakes and exits for all supportive housing programs
- Fostering and establishing relationships with both community partners and local landlords
- Completing recertifications for all of the supportive housing program residents
- Collaborating with all Housing Stabilization staff to best meet the needs of the clients

JULY 2018 – SEPTEMBER 2018

CARE COORDINATOR I, HEALTH CARE REHABILITATION SERVICES

- Facilitated Family Time visits with children in DCF custody and their biological parents, using the Family Time model
- Provided coaching to parents in order to help them increase their parenting skills and to increase parental attunement
- Working daily with at risk youth and their families
- Established a working relationship with Vermont DCF social workers as well as multiple community partners to ensure goals established for parents were being met as well as coordinating for Family Time visits
- Daily documentation of Family Time visits, noting where coaching was needed/used as well as an overall report of each visit as well as any

communications between myself, social workers, foster parents and biological parents.

2014 – 2018

PRODUCTION REP I, C&S WHOLESALE GROCERS

- Analyzed departmental documents for appropriate distribution and filing.
- Responsible for accurately entering key field information for 5,000+ documents per day.
- Assist in training new hires and helping them reach their daily quotas.
- Record and sort incoming mail from warehouses all over the country.
- Respond to document requests regarding location of specific PO numbers in a timely fashion.
- Daily use of Microsoft Office as well as Kofax.

EDUCATION

BACHELOR OF ARTS PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY

Graduation date January 2020

- GPA 3.78/4.0
- Concentration in Child and Adolescent Development
- National Society of Leadership and Success (Sigma Alpha Pi) 2018

H.S DIPLOMA, WORCESTER VOCATIONAL TECHNICAL HIGH SCHOOL

Graduated with honors, 2007.

SKILLS

- Skilled problem solver
- MS Windows proficient
- Exceptional communication skills
- Self-motivated
- Conflict resolution

Lori A. Hathaway

[REDACTED]
Keene, New Hampshire 03431
[REDACTED]
[REDACTED]

Education

Keene State College BA in English May 2009 Keene, New Hampshire

Employment History

2011-Present SCS **Data Specialist/Admin Assistant** Keene, New Hampshire

- ❖ Maintenance of daily Data Entry for several sub-programs
- ❖ Compiling and analyzing Data Reports as requested
- ❖ Administration of Housing Security Guarantee Loan Program
- ❖ Co-facilitation of Educational Workshops
- ❖ Presentation of Train-the-Trainer Sessions at annual conference

2009-2011 SCS **Administrative Assistant** Keene, New Hampshire

- ❖ Research required to determine program eligibility
- ❖ Creation and maintenance of client files
- ❖ Scheduling of client audits
- ❖ Various administrative and support tasks

2000-2008 PEP-Direct **Donor Service Representative** Wilton, New Hampshire

- ❖ Fulfillment of special donor requests for non-profit organization
- ❖ Telephone interaction with donors
- ❖ Maintenance of donor records
- ❖ Generation of letters addressing donor issues and complaints

1996-1998 Claire's **Assistant Manager** Nashua, New Hampshire

- ❖ Supervised staff
- ❖ Responsible for opening and closing store
- ❖ Responsible for balancing registers and bank deposits
- ❖ Assisted customers with merchandise selection and purchases

Affiliation and Volunteer Experience

2009-Pres. MUW Pacesetter Committee **Member** SCS

Kappa Delta Phi NAS, Kappa Gamma **Member** Keene State College

SUMMARY OF QUALIFICATIONS

- Proficient in: Word, Excel, PowerPoint, Internet, Outlook, Photoshop,
- Ability to prioritize in a fast paced environment and to learn new tasks quickly and effectively
- Dedicated, reliable and responsible
- Extensive background in Social Services, Property Management, Finance, and Customer Service

EDUCATION

- B.A Psychology with a specialization in counseling May, 1999
- B.S Business Management
Keene State College
Keene, NH 03435

EMPLOYMENT HISTORY

Henderson & Bosley Property Management 8/02-Present
President Keene, NH

- Adhering to NH State housing laws and government housing programs
- Advertising and marketing of vacant apartments, creating leases, performing credit checks
- Property inspections and maintenance- including basic carpentry, landscaping etc.
- Research and management of investment opportunities

Southwestern Community Services 05/16-Present
Director of Housing Stabilization Services Keene, NH

- Designs and implements systems to provide efficient operations of all Housing Stabilization Services programs.
- Manages and leads assigned staff to ensure SCS policies and procedures are followed in a manner consistent with the organization's mission, values, and culture.
- Participates in the hiring of new employees and oversees the orientation and training of all assigned staff
- Maintain compliance with State/Government/Agency protocols, procedures, and reporting.

Southwestern Community Services 10/07-05/16
Assistant Director of Housing Stabilization Services Keene, NH

- Monitor quality of services, operation of assigned programs, facilities, and staff.
- Process and certify tenant/client applications for all Supportive Housing Programs; facilitate move-in process; track and collect rents/subsidies utilizing Classic Real Estate Software; track and collect all match documentation; recertify tenants when necessary and in a timely manner.
- Maintain compliance with State/Government/Agency protocols, procedures, and reporting.

Southwestern Community Services 02/03-10/07
Long Term Transitional Housing Program Administrator Keene, NH

- Responsibilities include: Assisting the homeless of Cheshire County with budgeting and referrals to other needed services; Advocating on behalf of clients to create new networks and improve current relationships; providing counsel through tough transitions, as well as, creating and maintaining an environment of success through programs such as Mediation Training, Consumer Credit Counseling, Psychological Therapy, Parenting Classes, and First Time Homebuyers programs.
- Basic maintenance of shelter properties and inventory control
- Responsible to track data and create statistical reports based on information collected to assist in budget allocations for Southwestern Community Services

Coldwell Banker / Tattersall 1/02-3/04
Real Estate Sales Associate Keene, NH

- Assisting buyers and sellers of real estate through customer/client interaction
- Informing clients/customers of federal and state regulations, financing options, and negotiating

Data Collector

5/02-2/03
Keene, NH

- Assured accurate and consistent real-estate assessments with the emphasis in field work
- Position required strong attention to detail with the emphasis in property measurement and appraisal as well as requiring strong customer skill by acting as a liaison between town assessors office and the property owner

Monadnet

Customer Service Supervisor

8/99-8/01
Keene, NH

- Responsibilities include maintaining all major accounts and new account data; managing projects and delegating responsibilities, A/R and A/P reconciliation, Collections of delinquent accounts.
- Financial Analysis and Trend Monitoring, Billing Systems Analyst
- Direct mediation and resolution of customer service issues.

AWARDS RECEIVED

- Delta Mu Delta: National Business Honor Society
- Psi Chi: National Psychology Honor Society

CONTINUING EDUCATION AND CERTIFICATIONS

- 04/18/2007 Certified Occupancy Specialist – National Center for Housing Management
- 09/23/2008 Successful completion of “Landlord and Tenant Law” seminar – Lorman Educational Services
- 02/23/2016 HUD Certified Housing Quality Standards Inspector
- 01/21/2016 Completed 8.5 hours of Nonviolent Crisis Intervention training
- 04/26/2013 Certification in Fair Housing Law – Granite State Managers Association
- 08/10/2016 Blood Borne Pathogen Training
- 08/24/2016 6 hours of comprehensive low income housing tax credit training – Johnson Consulting Services, Inc

Southwestern Community Services, Inc.

Key Personnel – Emergency Solutions Grant

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sierra Hubbard	Supportive Housing Case Manager	\$59,571	30%	\$17,871
Liza Regan	Supportive Housing Case Manager	\$42,841	30%	\$12,852
Kayla Christenson	Supportive Housing Program Coordinator	\$53,273	25%	\$13,318
Lori Hathaway	Data Specialist/Administrative Assistant	\$45,577	2%	\$912
Craig Henderson	Director - HSS	\$89,801	5%	\$4,490



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

41 mac

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 13, 2018

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, Bureau of Homeless and Housing Services, to exercise renewal options to existing agreements and enter into one (1) **sole source** contract with the vendors identified below, for the provision of Emergency Solutions Grant Services by increasing the price limitation to by \$2,049,033 from \$1,196,464 to \$3,245,497 and by extending the completion date of some contracts from June 30, 2018 to June 30, 2021 effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreements on June 29, 2016 (item #16). 100% Federal Funding

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Community Action Program Belknap and Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558	\$254,337	\$403,895	O: 06/29/16 #16
Community Action Program of Strafford	177200-B004	642 Central Avenue, Dover, NH 03820	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southwestern Community Services	177511-P001	63 Community Way, Keene NH 03431	\$448,674	\$448,674	\$897,348	O: 06/29/16 #16
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558	\$448,674	\$598,232	O: 06/29/16 #16
The Way Home Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Tri County Community Action Program, Inc.	177195-B009	30 Exchange Street Berlin, NH 03570	\$0	\$224,337	\$224,337	New Sole Source
Totals:			\$1,196,464	\$2,049,033	\$3,245,497	

Funds to support this request are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020 and 2021, upon appropriation of continued funding with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7927-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES; HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2018	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2019	102-500731	Contracts for Program Services	\$0.00	\$703,011	\$703,011
2020	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
2021	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
		Total:	\$1,196,464	\$2,049,033	\$3,245,497

EXPLANATION

The request to enter into contract with Tri County is **sole source** because an increase in administrative staffing and internal organizational structure has allowed for Tri-County to more efficiently meet the needs of individuals and or families who are homeless and or at risk of becoming homeless. Previously Southwestern Community Services had funding to serve the North Country population and had formal agreements with Tri-County CAP to administer funds for the Northern region of the state. Funds have been moved from Southwestern Community Services and moved into the Tri County CAP sole source contract to allow Bureau of Housing Supports to contract directly with Tri-County CAP to serve the Northern population. No other agency at this time is able to serve the homeless population in the northern region with the knowledge and resources that Tri-County CAP possesses.

Exhibit C-1 of the Tri County contract includes language that reserves the Department's right to extend contract services for up to three (3) years contingent upon the vendor providing satisfactory services, availability of continued funding and approval from the Governor and Executive Council.

The purpose of this request is for the continuation of Emergency Solutions Grant Program services to individuals who are homeless or at risk of becoming homeless. Services include *interventions that have a direct and positive impact on individuals and families*. The services provided through these contract agreements prevent individuals and families from becoming homeless and assist individuals who are currently homeless to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will refer eligible individuals to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennia.

All contracts being renewed include renewal language in Exhibit C-1, Revisions to General Provisions, paragraph 4 for up to three (3) years contingent upon satisfactory services, continued funding and approval from the Governor and Executive Council.

The Department supports the request to renew services as the vendors have provided services that have met federal and state statutory regulations to provide services to homeless and at risk individuals in accordance to Emergency Solutions Grant provisions.

Should the Governor and Executive Council not authorize this request, individuals and/or households may not receive interventions that have a direct and positive impact on housing stability which may increase the risk of homelessness or unsafe living arrangements. Without such services individuals may not receive rental assistance, utility payments and case management assistance in order to overcome immediate barriers to obtaining housing. Additionally without the Housing Relocation and Stabilization services individuals may not have the opportunity to remain stably housed though effective case management. Individuals may not have referrals to life skill training such as budgeting and resume writing classes, job search assistance and interview skills training.

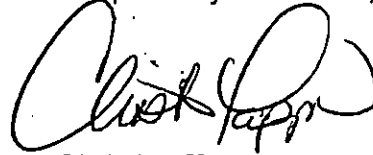
Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231, FAIN E17DC330001

In the event that federal funds become no longer available, general funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



for Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Emergency Solutions Grant Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment #1") dated this 22nd day of February 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 63 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

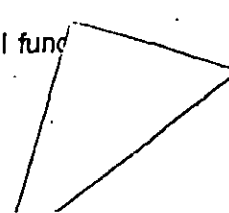
WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 4 of the agreement the parties may amend and renew the agreement for up to three (3) years upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to exercise the renewal options available and increase the price limitation at level funding; 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 Provision, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$897,348.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number to read:
(603) 271-9330.
5. Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.4, to read:
 - 1.4 For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.330.
6. Exhibit B, Method and Conditions Precedent to Payment, Preamble, Emergency Solutions Grant, to read:
 - A. Preamble – Emergency Solutions Grant
 - A.1. The following financial conditions apply to the scope of services as detailed in Exhibit A- Emergency Solutions Grant.
 - A.2. This contract is funded by the New Hampshire General Fund and/or by federal funds.





**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**

made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

A.2.1. NH General Fund:	Not Applicable
A.2.2. Federal Funds:	100%
A.2.3. CFDA#	14.231
A.2.4.	U.S. Department of Housing & Urban Development
A.2.5	Emergency Solutions Grant
A.2.6 Amount:	\$224,337 SFY 2017
	\$224,337 SFY 2018
	\$149,558 SFY 2019
	\$149,558 SFY 2020
	<u>\$149,558 SFY 2021</u>
	\$897,348 Total

7. Add Exhibit B-1, Budget – Amendment #1.
8. Add Exhibit B-2, Budget – Amendment #1.
9. Add Exhibit B-3, Budget – Amendment #1.
10. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract

This amendment shall be effective 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

5-15-18
Date

Christine Tappan
Christine Tappan
Associate Commissioner

Southwestern Community Services

April 25, 2018
Date

Margaret Freeman
NAME Margaret Freeman
TITLE Chief Financial Officer

Acknowledgement:

State of New Hampshire, County of Cheshire on 4/25/18, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

L. Perrotta
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**



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

OFFICE OF THE ATTORNEY GENERAL

6/4/18
Date

Jill Perlow
Name: Jill Perlow
Title: ASST. Attorney General

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:

Exhibit B-1, Budget Sheet, Amendment #1

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

State/Program Name: Southernham Community Services, Inc.
Budget Request for: Emergency Solutions Grant - Charis and Sullivan County
Budget Period: 7/1/18 - 6/30/19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect - Fixed	Total	Direct Incremental	Indirect - Fixed	Total	Direct Incremental	Indirect - Fixed	Total
1. Total Salary/Wages	37,444.00	-	37,444.00	-	-	-	37,444.00	-	37,444.00
2. Fringe Benefits	11,870.00	-	11,870.00	-	-	-	11,870.00	-	11,870.00
3. Consulting	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Rental (if applicable)	1,028.00	-	1,028.00	-	-	-	1,028.00	-	1,028.00
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-
7. Furnish and Depreciation	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-
13. Office	-	-	-	-	-	-	-	-	-
14. Travel	-	-	-	-	-	-	-	-	-
15. Computer	-	-	-	-	-	-	-	-	-
16. Current Expenses	-	-	-	-	-	-	-	-	-
17. Telephone	1,294.00	-	1,294.00	-	-	-	1,294.00	-	1,294.00
18. Printing	-	-	-	-	-	-	-	-	-
19. Subscriptions	-	-	-	-	-	-	-	-	-
20. Audit and Legal	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-
22. Bond Expenses	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	-	-	-	-	-	-	-	-	-
25. Mail Expenses and Travel	-	-	-	-	-	-	-	-	-
26. Subcontract Agreements	-	-	-	-	-	-	-	-	-
27. Other (specify details in narrative)	-	-	-	-	-	-	-	-	-
28. Rental Assistance	81,824.00	-	81,824.00	-	-	-	81,824.00	-	81,824.00
29. Rental Assistance	15,318.00	-	15,318.00	-	-	-	15,318.00	-	15,318.00
30. Total Direct Incremental	27,255.00	-	27,255.00	-	-	-	27,255.00	-	27,255.00
31. Total Indirect - Fixed	-	8,668.00	8,668.00	-	-	-	-	8,668.00	8,668.00
TOTAL	121,337.00	8,668.00	130,005.00	37,522.00	-	37,522.00	143,863.00	8,668.00	152,531.00
Indirect As A Percent of Direct			21%						

Contractor Initial: *[Signature]*
Date: 4/25/18

Exhibit B-2, Budget Sheet, Amendment #1

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

Bidder/Program Name: Southwestern Community Services, Inc.

Budget Request for: Emergency Services Grant - Cheshire and Sullivan County

Budget Period: 7/1/18 - 6/30/20

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 32,448.00	-	\$ 32,448.00	-	-	\$ 32,448.00	-	-	\$ 32,448.00
2. Employee Benefits	11,870.00	-	11,870.00	-	-	11,870.00	-	-	11,870.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipments	-	-	-	-	-	-	-	-	-
Lease (if capital equipment)	-	-	-	-	-	-	-	-	-
Repair and Maintenance	1,020.00	-	1,020.00	-	-	1,020.00	-	-	1,020.00
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Laboratory	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-
7. Contingency	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	1,200.00	-	1,200.00	-	-	1,200.00	-	-	1,200.00
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Fuel and Oil	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Manpower/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specify date to mandatory)	-	-	-	-	-	-	-	-	-
RRH Retail Assistance	81,800.00	-	81,800.00	-	-	81,800.00	-	-	81,800.00
Preventive Ambulance	15,315.00	-	15,315.00	-	-	15,315.00	-	-	15,315.00
Other Ambulance/Preventive Ambulance	37,389.50	-	37,389.50	37,389.50	-	37,389.50	-	-	37,389.50
Indirect	-	8,620.00	8,620.00	-	-	-	-	8,620.00	8,620.00
TOTAL	101,328.00	8,620.00	109,948.00	37,389.50	-	37,389.50	111,848.50	8,620.00	120,468.50
Indirect as a Percent of Direct			7.7%						

Contractor Info to *MA*
Date 4/25/18

Exhibit B-3, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Welder/Program Name: Southeastern Community Services, Inc.										
Budget Request for: Emergency Services Grant - Cheshire and Sullivan County										
Budget Period: 7/1/70 - 6/30/71										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHSIS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 37,440.00	-	\$ 37,440.00	-	-	-	\$ 37,440.00	-	\$ 37,440.00	\$ 37,440.00
2. Employee Benefits	11,870.00	-	11,870.00	-	-	-	11,870.00	-	11,870.00	11,870.00
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
Rental (if support/leasing)	1,020.00	-	1,020.00	-	-	-	1,020.00	-	1,020.00	1,020.00
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
Automobile/Transportation	-	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-	-
Telephone	1,200.00	-	1,200.00	-	-	-	1,200.00	-	1,200.00	1,200.00
Postage	-	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-
12. Subcontract Agreements	-	-	-	-	-	-	-	-	-	-
13. Other (specify details mandatory)	-	-	-	-	-	-	-	-	-	-
14. Rental Assistance	81,890.00	-	81,890.00	-	-	-	81,890.00	-	81,890.00	81,890.00
Hemlock Association	15,315.00	-	15,315.00	-	-	-	15,315.00	-	15,315.00	15,315.00
Other (specify amount)	37,575.00	-	37,575.00	-	-	-	37,575.00	-	37,575.00	37,575.00
Indirect	-	6,620.00	6,620.00	-	-	-	-	6,620.00	6,620.00	6,620.00
TOTAL	167,310.00	6,620.00	163,940.00	37,340.00	-	37,340.00	145,940.00	6,620.00	152,560.00	152,560.00

Contractor initials *AMK*
Date *4/28/18*

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

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

[Handwritten Signature]
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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

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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

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

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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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



Jeffrey A. Meyers
Commissioner

Marilee Nihan, M.B.A.
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

16
13/16/16

G&C Approved

June 9, 2016

Date

6/29/16

Item #

16

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into agreements with the vendors listed below for the provision of *Emergency Solutions Grant services in an amount not to exceed \$1,495,592, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2018. 100% Federal Funds.*

Vendor	Vendor Number	Address	Amount
Community Action Partnership of Belknap and Merrimack County	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558
Community Action Program of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$149,558
Easter Seals of New Hampshire	177204-B005	555 Auburn Street Manchester, NH 03103	\$149,558
Harbor Homes, Inc.	155358-B001	45 High Street, Nashua, NH 03060	\$149,570
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558
Southwestern Community Services	177511-P001	63 Community Way Keene, NH	\$448,674
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558
The Way Home, Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558
		Total:	\$1,495,592

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAMS

Fiscal Year	Class	Title	Amount
2017	102-500731	Contracts for Program Svcs.	\$747,796
2018	102-500731	Contracts for Program Svcs.	\$747,796
		Total:	\$1,495,592

EXPLANATION

The purpose of these agreements is to provide Emergency Solutions Grant Program services, which includes interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families, from becoming homeless or the services assist individuals who are currently homes to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will also ensure that eligible individuals have access to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

In 2015 the Emergency Solutions Grant served 2,872 clients who were homeless or at imminent risk of homelessness. Of these 2,872 clients, 200 were veterans, 109 were chronically homeless, and 667 were in families with children.

A Request for Applications was posted to the Department's website from December 18, 2015 through February 5, 2016 to solicit vendors to provide Emergency Solutions Grant services. The Department received nine (9) applications in response to the Request for Applications. A team of individuals with program specific knowledge and experience evaluated the applications. One (1) application received by the Department did not comport with the services requested in the Request for Applications. Three (3) applications were from one (1) vendor. The Department selected seven (7) vendors with which to enter into eight (8) agreements. The bid sheet is attached.

This contract contains language that reserves the Department's right to renew services for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, individuals and families may not receive the emergency housing assistance necessary to prevent or reduce the risk of homelessness.

Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan, MBA
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Emergency Solutions Grant (ESG)

17-DHHS-DCBCS-BHHS-RFA-01

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Community Action Partnership of Strafford County
2. Community Action Program, Belknap-Merrimack Counties, Inc.
3. Easter Seals NH, Inc.
4. Harbor Homes, Inc.
5. Headrest, Inc.
6. Southern NH Services
7. Southwestern Community Services, Inc. - Cheshire
8. Southwestern Community Services, Inc. - Sullivan
9. The Bridge House, Inc.
10. The Front Door Agency
11. The Way Home

Pass/Fail	Maximum Points	Actual Points
	165	153
	165	153
	165	161
	165	164
	165	0
	165	158
	165	154
	165	154
	165	111
	165	161
	165	162

1. Melissa Hatfield, BHHS Program Specialist
2. Julie Lane, BHHS program Specialist
3. Kristi Trudel, Program Planning & Review Specialist
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.



Subject: Emergency Solutions Grant Program (2017-BHHS-RFA-07)

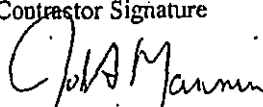
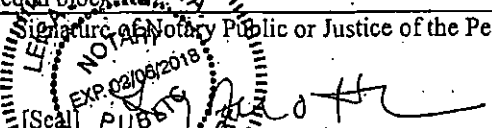
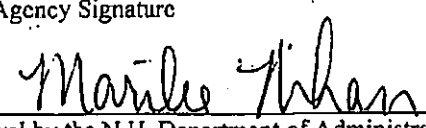
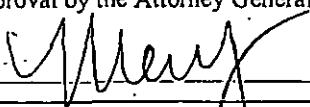
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way, Keene, NH	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number: 05-95-42-423010- 7927-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$448,674
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>5/12/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Leisa Perrotta, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Deputy Commissioner, DHHHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director; On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Mary</u> Attorney On: <u>6/3/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. **EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. **WAIVER OF BREACH.** 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.

17. **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.

18. **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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to individuals and families in the Counties of Cheshire, Sullivan, Grafton, Carroll, and Coos who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:

- 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, in accordance with 24 CFR 576. Income eligibility must be assessed every 6 months of program participation. The Contractor shall ensure annual income:

- 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
- 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
- 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.

- 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:

- 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
- 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
- 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.
- 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.



Exhibit A

- 2.1.2.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be in accordance with HUD's preferred method of verification as noted in 24 CFR 576.
 - 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing shall meet 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.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$9,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.
 - 2.4.2. Rental assistance over no more than a 9 month period. The Contractor shall:
 - 2.4.2.1. Enter into a rental assistance agreement with the owner/landlord on behalf of the program participant, ensuring that the Contractor



Exhibit A

- receives a copy of all general notices, complaints, and notices of eviction from the landlord/owner.
- 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
 - 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
 - 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.
 - 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.
- 2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which includes but is not limited to:
- 2.5.1. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.
 - 2.5.2. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing
- 2.6. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.
- 2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).
- 3. Reporting Requirements**
- 3.1. The contractor shall provide quarterly reports using HMIS data which include number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter.
- 4. Deliverables of Services**
- 4.1. The Contractor shall provide housing stabilization case management to a minimum of sixteen (16) households per region.
 - 4.2. The Contractor shall successfully and rapidly re-house ten (10) households per region in safe and sustained housing.
 - 4.3. The Contractor shall ensure all client level data in Section 2.7 is entered into NH-HMIS within five (5) days of the client's entry into the program.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable
Federal Funds: 100%
CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Amount: \$74,779 Cheshire County SFY 2017

\$74,779 Sullivan County SFY 2017

\$74,779 North Country SFY 2017

\$224,337 Total SFY 2017

\$74,779 Cheshire County SFY 2018

\$74,779 Sullivan County SFY 2018

\$74,779 North Country SFY 2018

\$224,337 Total SFY 2018

\$448,674 Total

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed \$448,674.

2. REPORTS.

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the

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guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment requests on a monthly basis.

3.2.1. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

4.1. The State agrees to provide payment for actual costs up to \$448,674 as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.

4.2 The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

4.3 Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR part 200.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.



Exhibit B

5.1 Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

5.1.2. The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
- 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** 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.

13. **Credits:** 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:
 - 13.1. 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.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$2,000,000 per occurrence; and

4. The Department reserves the right to renew the contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Exhibit C-1 - Revisions to General Provisions

Contractor Initials gm



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

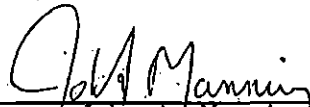
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

Contractor Name: Southwestern Community Services, Inc.

5/12/16
Date


Name: John A. Manning
Title: Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

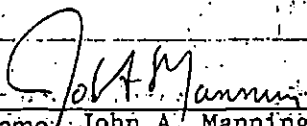
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Contractor Name: Southwestern Community Services, Inc.

5/12/16

Date


Name: John A. Manning
Title: Chief Executive Officer



**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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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 (11)(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: Southwestern Community Services, Inc.

Name: John A. Manning
Title: Chief Executive Officer

5/12/16

Date



**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: Southwestern Community Services, Inc.

5/12/16
Date

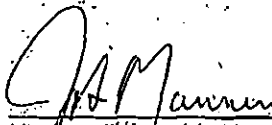

Name: John A. Manning
Title: Chief Executive Officer

Exhibit G

Contractor Initials

JM

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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: Southwestern Community Services, Inc.

5/12/16
Date

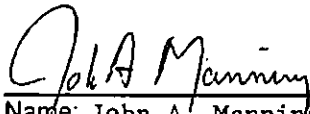

Name: John A. Manning
Title: Chief Executive Officer



Exhibit I

HEALTH INSURANCE PORTABILITY 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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5/12/16



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

~~e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI~~



Exhibit I

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

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

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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.



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.

State of NH
 The State:
Marilee Nihan
 Signature of Authorized Representative
Marilee Nihan
 Name of Authorized Representative
Deputy Commissioner
 Title of Authorized Representative
5/24/16
 Date

Southwestern Community Services, Inc.
 Name of the Contractor
John A. Manning
 Signature of Authorized Representative
John A. Manning
 Name of Authorized Representative
Chief Executive Officer
 Title of Authorized Representative
May 12, 2016
 Date



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

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

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

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

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

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

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

Contractor Name: Southwestern Community Services, Inc.

5/12/16
Date

Name: John A. Manning
Title: Chief Executive Officer



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: 081251381
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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

This Amendment to the Emergency Solutions Grant Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Front Door Agency ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), as amended on June 20, 2018 (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18; the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631
4. Modify Exhibit A, Scope of Services, Section 4, Deliverables of Services, by adding Subsection 4.4 through Section 4.6 to read:
 - 4.4. The Department may annually conduct on-site reviews of the Contractor operations to ensure compliance with the contractual objectives.
 - 4.5. The Department may annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
 - 4.6. The Department may provide training for Contractor staff as needed.

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

6/21/2021

Date

DocuSigned by:
Christine Santaniello

Name: CHRISTINE Santaniello
Title: Associate Commissioner

The Front Door Agency

6/16/2021

Date

DocuSigned by:
Maryse Wirbal

Name: Maryse Wirbal
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/24/2021

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:

State of New Hampshire

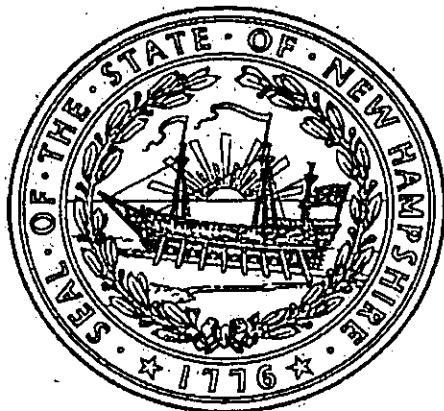
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRONT DOOR AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 06, 1987. 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: 108359

Certificate Number: 0005382321



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Front Door Agency, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 9, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maryse Wirbal, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Front Door Agency, 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: June 9, 2021



Signature of Elected Officer
Name: Erin Almeda

Title: Secretary, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2021

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Debra Amadei PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: damadei@eatonberube.com
INSURED The Front Door Agency Inc 7 Concord Street Nashua NH 03064	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : The Hanover Insurance Companies 22292 INSURER B : Technology Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1857776298 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBV9151600	5/5/2021	5/5/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			ZBV9151600	5/5/2021	5/5/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3968630	5/5/2021	5/5/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Management Liab Claims Made			LHV9132930	5/5/2021	5/5/2022	D&O \$1,000,000 EPL \$1,000,000 Fiduciary \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Information: No excluded officers: Coverage for NH.
 Retentions on Management Liability: D&O \$2,500; EPL \$5,000; Fiduciary \$500.

CERTIFICATE HOLDER State of New Hampshire Dept of Health & Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



MISSION STATEMENT:

To offer support, foster education and provide services to assist individuals and families transition from crisis to self-sufficiency.

CORE VALUES:

- Belief in dignity, respect and compassion for all people
- Belief through education, every person can grow and succeed.

Dignity • Respect • Compassion • Education • Integrity

AUDACIOUS GOAL:

The Front Door Agency strives to achieve a fully-funded comprehensive program, assisting individuals and families in crisis to become stabilized, transformed and ultimately empowered to flourish and achieve self-sufficiency.



THE FRONT DOOR AGENCY, INC.

Financial Statements
For the Year Ended June 30, 2020

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Front Door Agency, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of The Front Door Agency, Inc., which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes

Nashua, New Hampshire
Manchester, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

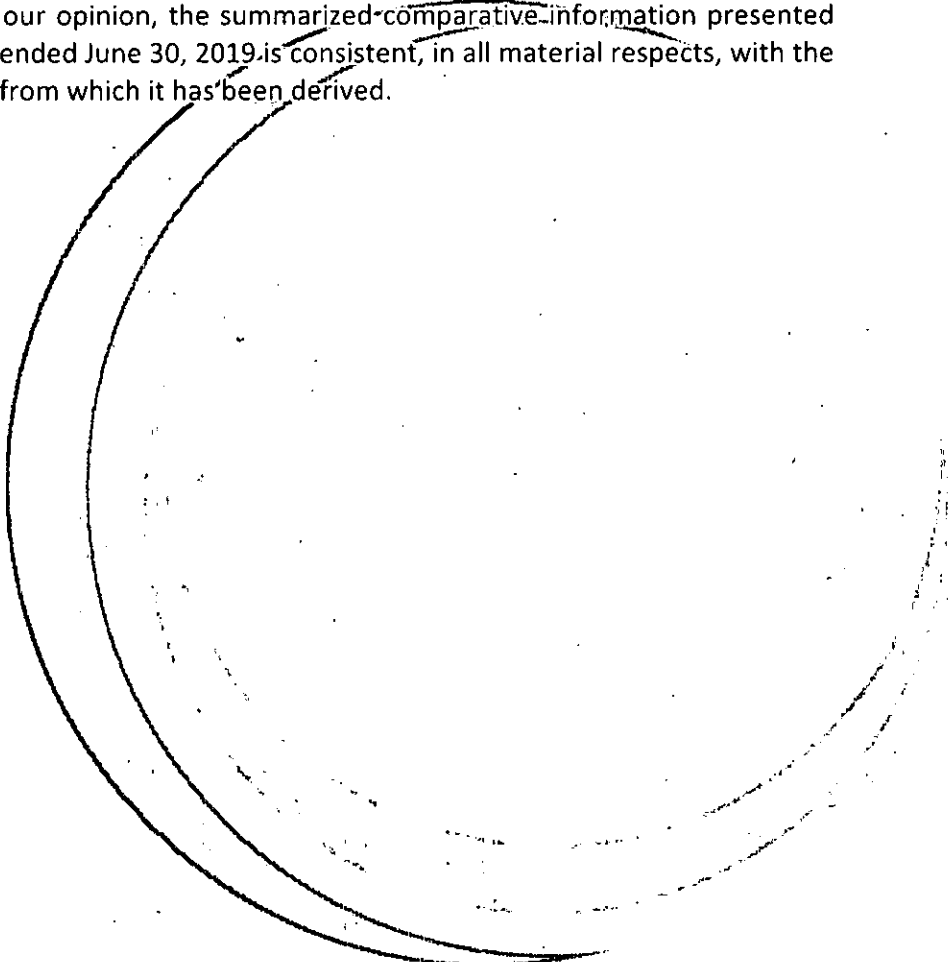
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited The Front Door Agency, Inc.'s fiscal year 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 7, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

A handwritten signature in cursive script that reads 'Melanson'.

Manchester, New Hampshire
November 18, 2020



THE FRONT DOOR AGENCY, INC.

Statement of Financial Position
 June 30, 2020
 (with comparative totals as of June 30, 2019)

	2020		2020 Total	2019 Total
	Without Donor Restrictions	With Donor Restrictions		
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 771,648	\$ 145,815	\$ 917,463	\$ 707,795
Accounts receivable, net	80,949	-	80,949	41,925
Contributions receivable, net	23,133	82,135	105,268	93,107
Other current assets	1,469	-	1,469	547
Total Current Assets	877,199	227,950	1,105,149	843,374
Noncurrent Assets:				
Investments	632,881	688,941	1,321,822	1,210,255
Revolving loan and security receivables, net	189,059	-	189,059	151,063
Noncurrent portion of contributions receivable	-	36,350	36,350	-
Property and equipment, net	1,288,891	-	1,288,891	1,290,744
Total Noncurrent Assets	2,110,831	725,291	2,836,122	2,652,062
TOTAL ASSETS	\$ 2,988,030	\$ 953,241	\$ 3,941,271	\$ 3,495,436
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Current portion of long-term debt	\$ 8,923	\$ -	\$ 8,923	\$ 9,205
Accounts payable	27,230	-	27,230	22,453
Accrued payroll and related liabilities	6,388	-	6,388	4,016
Other liabilities	12,134	-	12,134	15,496
Total Current Liabilities	54,675	-	54,675	51,170
Noncurrent Liabilities:				
Long-term debt, net of current portion	736,495	-	736,495	798,128
Revolving loan and security payables	218,090	-	218,090	182,327
Security deposits	13,050	-	13,050	10,269
Total Noncurrent Liabilities	967,635	-	967,635	990,724
Total Liabilities	1,022,310	-	1,022,310	1,041,894
Net Assets:				
Without donor restrictions:				
Undesignated	1,549,602	-	1,549,602	992,478
Board designated	416,118	-	416,118	469,051
With donor restrictions:				
Purpose restrictions	-	135,057	135,057	141,974
Time restrictions	-	374,786	374,786	423,141
Perpetual endowment	-	443,398	443,398	426,898
Total Net Assets	1,965,720	953,241	2,918,961	2,453,542
TOTAL LIABILITIES AND NET ASSETS	\$ 2,988,030	\$ 953,241	\$ 3,941,271	\$ 3,495,436

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

THE FRONT DOOR AGENCY, INC.

Statement of Activities
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020		2020 Total	2019 Total
	Without Donor Restrictions	With Donor Restrictions		
SUPPORT, REVENUE, AND OTHER				
Support:				
Contributions	\$ 170,065	\$ 103,598	\$ 273,663	\$ 448,387
Grants	749,644	-	749,644	369,610
Debt forgiveness	53,984	-	53,984	53,984
Special events:				
Gross special events revenue	455,712	-	455,712	400,247
Less cost of special events	(23,867)	-	(23,867)	(29,268)
Net special events revenue	431,845	-	431,845	370,979
Revenue:				
Rental income, net of write-offs	137,034	-	137,034	144,385
Other:				
Investment income	103,862	-	103,862	46,869
Other revenue	8,967	-	8,967	6,154
Net Assets Released From Restriction	142,370	(142,370)	-	-
Total Support, Revenues, and Other	1,797,771	(38,772)	1,758,999	1,440,368
EXPENSES				
Program Services:				
Transformational housing	587,909	-	587,909	555,260
Housing stability	337,831	-	337,831	251,914
Other programs	42,480	-	42,480	47,988
Total Program Services	968,220	-	968,220	855,162
Supporting Services:				
Management and general	120,370	-	120,370	111,791
Fundraising and development	204,990	-	204,990	154,563
Total Supporting Services	325,360	-	325,360	266,354
Total Expenses	1,293,580	-	1,293,580	1,121,516
CHANGE IN NET ASSETS	504,191	(38,772)	465,419	318,852
NET ASSETS, BEGINNING OF YEAR, AS RESTATED	1,461,529	992,013	2,453,542	2,134,690
NET ASSETS, END OF YEAR	\$ 1,965,720	\$ 953,241	\$ 2,918,961	\$ 2,453,542

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

THE FRONT DOOR AGENCY, INC.

**Statement of Functional Expenses
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)**

	2020						2020 Total	2019 Total
	Program Services		Supportive Services		Management and General	Fundraising and Development		
	Transformational Housing	Housing Stability	Other Programs	Total				
Personnel expense:								
Salaries and wages	\$ 260,749	\$ 112,598	\$ 19,576	\$ 392,923	\$ 59,205	\$ 141,300	\$ 593,428	\$ 507,969
Employee benefits	27,896	12,999	2,328	43,223	11,397	22,511	77,131	56,520
Payroll taxes	19,813	8,509	1,476	29,798	4,458	10,351	44,607	38,759
Direct assistance:								
Holiday/Santa Fund program	-	-	13,420	13,420	-	-	13,420	11,913
Rental assistance	11,200	109,102	-	120,302	-	-	120,302	91,069
Utility assistance	-	9,361	-	9,361	-	-	9,361	8,429
Security deposit assistance	2,966	2,595	-	5,561	-	-	5,561	8,096
Therapy - child contracted	39,681	-	-	39,681	-	-	39,681	30,011
Other	11,820	1,195	-	13,015	-	-	13,015	9,022
Fees for services:								
Accounting	-	-	-	-	8,075	-	8,075	9,125
Other	3,578	3,143	-	6,721	8,820	11,119	26,660	15,444
Advertising and promotion	374	306	21	701	778	6,177	7,656	5,578
Depreciation	62,897	15,865	-	78,762	1,010	-	79,772	75,874
Information technology	2,922	3,358	-	6,280	2,023	5,113	13,416	10,746
Insurance	12,606	3,106	-	15,712	3,104	-	18,816	18,188
Interest	33,308	12,118	-	45,426	-	-	45,426	48,676
Licenses and fees	-	-	-	-	-	10,189	10,189	13,128
Miscellaneous	234	116	-	350	581	5,384	6,315	6,968
Occupancy	84,132	38,497	974	123,603	13,784	8,779	146,166	144,592
Office expenses	3,815	2,667	552	7,034	5,450	5,418	17,902	20,439
Scholarships	-	-	3,500	3,500	-	-	3,500	-
Telephone and communication	9,918	2,296	633	12,847	1,685	2,516	17,048	16,738
Venues	-	-	-	-	-	-	-	3,500
Total expenses by function	587,909	337,831	42,480	968,220	120,370	228,857	1,317,447	1,150,784
Less expenses included on the Statement of Activities:								
Cost of special events	-	-	-	-	-	(23,867)	(23,867)	(29,268)
Total reported on the Statement of Activities	\$ 587,909	\$ 337,831	\$ 42,480	\$ 968,220	\$ 120,370	\$ 204,990	\$ 1,293,580	\$ 1,121,516

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

THE FRONT DOOR AGENCY, INC.

Statement of Cash Flows

For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 465,419	\$ 318,852
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	79,772	75,874
Bad debt expense	5,428	13,625
Debt forgiveness	(53,984)	(53,984)
Unrealized loss (gain) on investments	(59,728)	63,123
Realized gain on investments	(1,121)	(65,097)
Changes in operating assets and liabilities:		
Accounts receivable	(44,452)	(32,369)
Contributions receivable	(48,511)	325,914
Other current assets	(922)	1,085
Accounts payable	4,777	608
Accrued payroll and related liabilities	2,372	(662)
Other liabilities	(581)	(8,068)
Net Cash Provided By Operating Activities	<u>348,469</u>	<u>638,901</u>
Cash Flows From Investing Activities:		
Proceeds from sale of investments	502,722	546,354
Purchase of investments	(553,440)	(1,048,754)
Purchase of fixed assets	(77,919)	(38,286)
Net Cash Used By Investing Activities	<u>(128,637)</u>	<u>(540,686)</u>
Cash Flows From Financing Activities:		
Principal payments of long-term debt	(7,931)	(7,520)
Change in revolving loan and security receivables	(37,996)	(3,600)
Change in revolving loan and security payables	35,763	9,019
Net Cash Used By Financing Activities	<u>(10,164)</u>	<u>(2,101)</u>
Net Change in Cash and Cash Equivalents	209,668	96,114
Cash and Cash Equivalents, Beginning of Year	<u>707,795</u>	<u>611,681</u>
Cash and Cash Equivalents, End of Year	<u>\$ 917,463</u>	<u>\$ 707,795</u>
Supplemental Disclosures:		
Interest paid	<u>\$ 11,596</u>	<u>\$ 12,022</u>

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

THE FRONT DOOR AGENCY, INC.

Notes to Financial Statements
For the Year Ended June 30, 2020

1. Organization

The Front Door Agency, Inc. (the Agency) is a nonprofit public benefit organization which was incorporated on February 6, 1987. The Front Door is unequivocally committed to helping homeless and disadvantaged people in the Greater Nashua community achieve stability, have the opportunity to transform, and ultimately flourish. Since its inception, the Agency has been offering support, fostering education and providing services to assist individuals and families transition from crisis to self-sufficiency. It believes that dignity, respect and compassion is deserved for all people and that through education, every person can grow and succeed.

The Agency's core programs were collaboratively developed to provide a comprehensive approach that addresses the root causes of homelessness and poverty. These programs include:

Transformational Housing

Provides long term transitional housing to homeless single mothers and their children. With a program design of "self-help", mothers must be motivated to create change. The program is not an emergency shelter, but serves as a comprehensive long-term "next step" on the road to self-sufficiency as it is the program's primary goal to reduce barriers to higher education in order to increase every client's employability and income so mothers are empowered to regain their confidence and achieve independence.

The Transformational Housing Program enables clients to remove personal barriers so they can successfully access college degree, credentialing, apprenticeship, or job-skills training programs. The program has had a great success of women graduating with degrees in areas such as accounting, paralegal, marketing, nursing, and social work. Others have earned job skills in areas of LNA, welding, CDL driving, and culinary arts.

Housing Stability

Helps all individuals and families currently experiencing homelessness or on the verge of homelessness by providing prevention and intervention assistance with rent and utilities. Through its security deposit loan program, it helps families obtain housing with a no-interest or fee security deposit that is repaid over a 24-month period eliminating the barrier to entry. Others who may face a temporary crisis such as an illness or job reduction or loss of a spouse can receive short-term rental assistance to help them avoid homelessness as they regain self-sufficiency. The Agency also offers short-term rental subsidies that gradually reduce over a few months to help families become housing stable. All families receive extensive case management and budgeting assistance.

Financial Literacy

A series of workshops that is offered twice per year to the general public. Personal credit reports and budgets are examined and facilitators provide direction and education on basic banking opportunities, ways to save, and how to reduce costs.

Holiday Santa

Each year the Agency helps nearly 800 children during the holidays with gifts and clothing.

2. Summary of Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Agency has adopted Accounting Standards Update (ASU) No. 2014-09 - *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Agency's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Agency recognizes revenue, and therefore no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In fiscal year 2020, the Agency adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are

considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, are excluded from this definition.

Accounts Receivable

Accounts receivable consist primarily of amounts for services and programs. The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Agency's management and adjusted as required through the provision for doubtful accounts (bad debt expense).

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Statement of Financial Position. Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

Property and Equipment

Property and equipment additions over \$2,500 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 27 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2020 or 2019.

Net Assets

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

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment, net assets for scholarships, and for new office property.

Net Assets with Donor Restrictions

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

Revenue and Revenue Recognition

A portion of the Agency's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Agency has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position. Special events revenue is recognized equal to the fair value of direct benefits to donors when the special event takes place. The contribution element of special event revenue is recognized immediately, unless there is a right of return if the special event does not take place. All goods and services are transferred at a point in time.

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payment due in future years have an implied restriction to be used in the year of payment is due and, therefore, are reported as net assets with donor restrictions until the payment is due unless the contribution is clearly intended to support activities in the current year. Conditional promises, such as matching grants, are recognized when they become unconditional, that is, until all the conditions on which they depend are met.

Donated Services and In-Kind Donations

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Agency has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Agency is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Agency is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Agency was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from Board members, governmental agencies, and entities supportive of the Agency's mission. Investments are made by diversified investment managers whose performance is monitored by the Finance Committee. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Finance Committee believes that its investment policies and guidelines are prudent for the long-term welfare of the Agency.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the

significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Agency for the year ending June 30, 2023. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Agency for the fiscal year ending June 30, 2024. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at June 30, 2020 and 2019:

Financial assets at year end:	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 917,463	\$ 707,795
Accounts receivable	80,949	41,925
Contributions receivable	141,618	93,107
Investments	<u>1,321,822</u>	<u>1,210,255</u>
Total financial assets	2,461,852	2,053,082
Less amounts not available to be used within one year:		
Net assets with purpose restrictions that will not be met in one year (building purchase)	(83,500)	(83,500)
Contributions receivable due in more than one year	(36,350)	-
Donor-restricted endowment	<u>(443,398)</u>	<u>(426,898)</u>
	<u>(563,248)</u>	<u>(510,398)</u>
Financial assets available to meet general expenditures over the next year	\$ <u>1,898,604</u>	\$ <u>1,542,684</u>

Endowment funds consist of donor-restricted endowments and a general endowment. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

The Agency regular monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Agency operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As part of its liquidity management plan, the Agency also has \$75,000 line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable at June 30, 2020 and 2019 are comprised of the following:

Description	2020			2019		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Programs	\$ 80,949	\$ -	\$ 80,949	\$ 41,925	\$ -	\$ 41,925
Total	\$ 80,949	\$ -	\$ 80,949	\$ 41,925	\$ -	\$ 41,925

5. Contributions Receivable

Unconditional contributions receivable are estimated to be collected as follows at June 30, 2020 and 2019:

	2020			2019		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Within one year	\$ 110,001	\$ (4,733)	\$ 105,268	\$ 98,940	\$ (5,833)	\$ 93,107
One to five years	36,350	-	36,350	-	-	-
More than five years	-	-	-	-	-	-
Total	\$ 146,351	\$ (4,733)	\$ 141,618	\$ 98,940	\$ (5,833)	\$ 93,107

6. Revolving Loan and Security Receivables and Payables

Homeless Housing and Access Revolving Loan Fund (HHARLF)

The Homeless Housing and Access Revolving Loan Fund provides guarantees of rental security deposits and/or first month rent to eligible persons. A voucher is issued to the landlord for the client's security deposit and cash is advanced for the first month's rent. The client is responsible for making monthly payments toward the security deposit and/or first month's rent to the Agency. When the security deposit is paid in full, the Agency pays the landlord for the security voucher. If the lease is terminated and the landlord redeems the voucher, the Agency absorbs any unpaid balance due from the client.

Housing Security Guarantee Program (HSGP)

The Agency and the State of New Hampshire are working together with the Housing Security Guarantee Program. Landlords are provided with vouchers instead of cash for security deposits. The client agrees to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency pays the landlord in exchange for the voucher. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client is billed to the State. (1.)

Revolving Loan Fund

The Agency had obtained grants in prior years from private entities, to help pay mortgages for clients near foreclosure. The client agrees to pay back the Agency for

mortgage payments made on their behalf. Monies repaid are then available for assistance to other clients. The Agency absorbs any unpaid balance due from the client. (2.)

The receivables under these programs at June 30, 2020 and 2019 consisted of the following:

<u>Description</u>	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Homeless housing and access - clients	\$ -	\$ -	\$ -	\$ 3,483	\$ -	\$ 3,483
Housing security guarantee - clients (1.)	125,717	-	125,717	107,627	-	107,627
Housing security guarantee - State	2,312	-	2,312	371	-	371
Revolving loan fund - clients (2.)	64,079	(3,049)	61,030	42,098	(2,516)	39,582
Total	\$ <u>192,108</u>	\$ <u>(3,049)</u>	\$ <u>189,059</u>	\$ <u>153,579</u>	\$ <u>(2,516)</u>	\$ <u>151,063</u>

7. Property and Equipment

Property and equipment consist of the following at June 30:

	<u>2020</u>	<u>2019</u>
Land, building, and improvements	\$ 2,251,630	\$ 2,187,853
Leasehold improvements	58,361	58,361
Equipment and furniture	14,090	15,685
Subtotal	2,324,081	2,261,899
Less accumulated depreciation	(1,035,190)	(971,155)
Total	\$ <u>1,288,891</u>	\$ <u>1,290,744</u>

8. Investments

Investments at fair value are comprised of the following at June 30, 2020:

<u>Investment Type</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Level 1</u>
Money market funds	\$ 895	\$ 895	\$ 895
U.S. equity funds	337,311	396,104	396,104
International equity funds	440,023	456,312	456,312
Taxable fixed income funds	288,028	305,024	305,024
Certificates of deposit	162,000	163,487	163,487
Total	\$ <u>1,228,257</u>	\$ <u>1,321,822</u>	\$ <u>1,321,822</u>

As discussed in Note 2 to these financial statements, the Agency is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Agency's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for identical assets in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

During fiscal year 2020, the Agency recognized \$59,728 of net gains and losses on investments. Of that amount, \$51,921 was recognized on investments in equity securities held at June 30, 2020.

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Agency's investments to interest rate fluctuations as of June 30, 2020 is as follows:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Investment Maturities (in Years)</u>				<u>N/A</u>
		<u>Less Than 1</u>	<u>1-5</u>	<u>6-10</u>	<u>More Than 10</u>	
Money market funds	\$ 895	\$ -	\$ -	\$ -	\$ -	\$ 895
U.S. equity funds	396,104	-	-	-	-	396,104
International equity funds	456,312	-	-	-	-	456,312
Taxable fixed income funds	305,024	-	-	-	-	305,024
Certificates of deposit	<u>163,487</u>	<u>163,487</u>	-	-	-	-
Total	\$ <u>1,321,822</u>	\$ <u>163,487</u>	\$ -	\$ -	\$ -	\$ <u>1,158,335</u>

9. Endowment

The Agency's endowment policy is guided by the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and the applicable laws of the State of New Hampshire to which the Agency's invested funds are subject. The Agency's Finance Committee is responsible for the management of invested funds, for making investment allocations, and for adherence to its spending policy.

Types of Funds

Net assets associated with endowment funds are classified as without-donor-restriction or donor-restricted based on the existence of absence of donor-imposed restrictions, as required by accounting principles generally accepted in the United States of America. Endowments include donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. Endowments provide funding to

supplement essential program budgets, implement new programs, enhance existing programs, and to fund capital needs.

Endowment net asset composition consists of the following as of June 30, 2020 and 2019:

	<u>Without Donor Restriction</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>June 30, 2020</u>			
Donor-restricted	\$ -	\$ 725,484	\$ 725,484
Board-designated	391,118	-	391,118
Unrestricted	<u>241,763</u>	<u>-</u>	<u>241,763</u>
Total	<u><u>632,881</u></u>	<u><u>\$ 725,484</u></u>	<u><u>\$ 1,358,365</u></u>
<u>June 30, 2019</u>			
Donor-restricted (restated)	\$ -	\$ 790,039	\$ 790,039
Board-designated (restated)	444,051	-	444,051
Unrestricted (restated)	<u>7,413</u>	<u>-</u>	<u>7,413</u>
Total	<u><u>\$ 451,464</u></u>	<u><u>\$ 790,039</u></u>	<u><u>\$ 1,241,503</u></u>

Funds with Deficiencies

Due to market conditions, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Agency to retain as a fund of perpetual duration. There were no deficiencies at June 30, 2020 and 2019.

Return Objectives, Risk Parameters, Strategies, and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities. The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities, and cash.

The Agency's spending policy is to appropriate up to .7% of the average market value of the endowment fund based on the last three years average value of the endowment fund. The Agency's spending policy for the scholarship fund is to appropriate up to 5% of the average market value of the scholarship fund annually.

Changes in endowment net assets for the years ended June 30, 2020 and 2019 were as follows:

	Without Donor Restriction	With Donor Restrictions	Total
<u>Year Ended June 30, 2020</u>			
Endowment net assets, beginning of year (restated)	\$ 451,464	\$ 790,039	\$ 1,241,503
Investment return, net	103,862	-	103,862
Contributions	77,555	16,500	94,055
Appropriation of endowment assets	-	(41,055)	(41,055)
Distribution pursuant to policy	-	(40,000)	(40,000)
Endowment net assets, end of year	<u>\$ 632,881</u>	<u>\$ 725,484</u>	<u>\$ 1,358,365</u>
<u>Year Ended June 30, 2019</u>			
Endowment net assets, beginning of year (restated)	\$ 404,595	\$ 813,457	\$ 1,218,052
Investment return, net	46,869	-	46,869
Contributions	-	18,582	18,582
Appropriation of endowment assets	-	(2,000)	(2,000)
Distribution pursuant to policy	-	(40,000)	(40,000)
Endowment net assets, end of year (restated)	<u>\$ 451,464</u>	<u>\$ 790,039</u>	<u>\$ 1,241,503</u>

10. Revolving Line of Credit

At June 30, 2020 and 2019 the Agency had a \$75,000 revolving line of credit available. Amounts borrowed on the credit line are payable on demand and carry an interest rate of Prime plus 0.5% (currently 4.45%). The credit line is secured by all assets, and expires on October 30, 2021. There were no borrowings on the line in fiscal years 2020 and 2019.

The line of credit is categorized in the fair value hierarchy as Level 2.

11. Long-Term Debt

Long-term debt consists of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Mortgage payable to New Hampshire Community Loan Fund, secured by land and building (C Street), due in monthly installments of \$218 including principal and interest at 4%, due August 2025.	\$ 8,536	\$ 10,385
Mortgage payable to Citizens Bank, secured by land and building (Vine Street), due in monthly installments of \$523 including principal and interest at 6.5%, due October	52,685	55,381
Mortgage payable to Community Housing Capital, secured by land and building (Shattuck Street), due in monthly installments of \$886 including principal and interest at 5%, due June 2027.	142,197	145,583
Mortgage payable to City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years, retroactively to March 2007.	39,300	45,850
Mortgage payable to City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years beginning December 2012.	209,200	226,634
Mortgage payable to City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 11 years to January 2022.	90,000	120,000
Mortgage payable to City of Nashua, secured by land and building (Concord Street). Neither interest nor principal is due as long as the Agency owns the property and meets affordability criteria.	<u>203,500</u>	<u>203,500</u>
Total	745,418	807,333
Less amount due within one year	<u>(8,923)</u>	<u>(9,205)</u>
Long-term debt, net of current portion	<u>\$ 736,495</u>	<u>798,128</u>

Maturities of long-term debt are as follows:

<u>Year</u>	<u>Amount</u>
2021	\$ 8,923
2022	9,403
2023	52,893
2024	5,669
2025	4,430
Thereafter	<u>122,100</u>
	203,418
To be forgiven	338,500
No required repayment	<u>203,500</u>
Total	<u>\$ 745,418</u>

12. Paycheck Protection Program (PPP) Loans

On April 13, 2020, the Agency qualified for and received a loan pursuant to the Paycheck Protection Program, a program implemented by the U.S. Small Business Administration under the Coronavirus Aid, Relief, and Economic Security Act, from a qualified lender (the PPP Lender), for an aggregate principal amount of \$131,200 (the PPP Loan). The PPP Loan bears interest at a fixed rate of 1.0% per annum, with the first six months of interest deferred, has a term of five years, and is unsecured and guaranteed by the U.S. Small Business Administration. The principal amount of the PPP Loan is subject to forgiveness under the Paycheck Protection Program upon the Agency's request to the extent that the PPP Loan proceeds are used to pay expenses permitted by the Paycheck Protection Program, including payroll costs, covered rent and mortgage obligations, and covered utility payments incurred by the Agency. The Agency intends to apply for forgiveness of the PPP Loan with respect to these covered expenses. To the extent that all or part of the PPP Loan is not forgiven, the Agency will be required to pay interest on the PPP Loan at a rate of 1.0% per annum, and commencing in October, 2020 principal and interest payments will be required through the maturity date in April, 2022. The terms of the PPP Loan provide for customary events of default including, among other things, payment defaults, breach of representations and warranties, and insolvency events. The PPP Loan may be accelerated upon the occurrence of an event of default.

As of June 30, 2020, \$131,200 of eligible costs had been incurred, and grant revenue in the same amount recognized.

13. Net Assets

Net assets without donor restrictions are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Board-designated endowment funds	\$ 371,565	\$ 429,126
Board-designated scholarship fund	19,553	14,925
Board-designated new office property	25,000	25,000
Unrestricted endowment funds	241,762	7,413
Unrestricted operating funds	<u>1,307,840</u>	<u>985,065</u>
Total	<u>\$ 1,965,720</u>	<u>\$ 1,461,529</u>

Net assets with donor restrictions are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Subject to expenditure for specified purpose:		
Building purchase	\$ 83,500	\$ 83,500
TH staff training	670	-
Shoes for Kids	500	-
Renovations	-	6,000
HVAC	30,000	30,000
Literacy	2,000	2,000
Santa Fund	<u>18,387</u>	<u>20,474</u>
	135,057	141,974
Time restrictions		
United Way	72,700	20,000
Cox Foundation	20,000	40,000
Kiratsos	<u>282,086</u>	<u>363,141</u>
	374,786	423,141
Perpetual endowment	<u>443,398</u>	<u>426,898</u>
Total	<u>\$ 953,241</u>	<u>\$ 992,013</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Expiration of time restrictions	\$ 121,055	\$ 60,000
Satisfaction of purpose restrictions:		
Renovations	6,000	2,786
Transformational housing	4,000	-
Santa Fund	11,315	14,149
Scholarships	-	2,000
Total	<u>\$ 142,370</u>	<u>\$ 78,935</u>

14. Operating Leases

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, at a rate of \$1,600 per month, under an agreement that expired in June 2020. The Agency also rents an apartment for \$650 per month under a lease agreement that expired on January 31, 2020. The Agency is currently a tenant at will.

15. Retirement Plan

In March 2018, the Agency adopted a Simple Retirement Plan. All employees meeting age and wage requirements qualify for the plan. The Agency matches employee contribution up to 3% of compensation. The Agency contributed \$10,313 and \$6,741 respectively, to the plan for the years ended June 30, 2020 and 2019.

16. Contingencies

The Agency receives funding from various state and federal programs. Under the terms of these programs, the Agency is required to use the funding within the period and for purposes specified in the proposal. If expenditures of the program are found not to have been made in compliance with the proposal, the Agency might be required to repay the funds.

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we

service, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

17. Functionalized Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy and interest, office expenses, which are allocated on a direct expense allocation and by percentage of use. Salaries and wages, benefits, and payroll taxes, are allocated by direct time and on the basis of estimates of time and effort.

18. Prior Period Restatement

Certain reclassifications of donor-restricted net assets were made following review of donor intention documentation. As a result, the beginning net assets with donor restrictions were increased by \$356,679 to reflect this change.

19. Subsequent Events

Subsequent events have been evaluated through November 18, 2020, the date the financial statements were available to be issued.

Subsequent to year end, the Agency was awarded a New Hampshire Governor's Office for Emergence Relief and Recovery (GOFERR) grant for up to \$600,000. The grant will be used for essential COVID renovations to the Transformational Housing shelter to include a second separate kitchen, additional shower stalls and an isolation room with private bathroom should a quarantine be required.



BOARD OF DIRECTORS 2020-2021

MEMBERS	OCCUPATION	RESIDENCY
Janet Ackerman	Eastern Bank	Bedford
Jessica Ackerman*	Deloitte & Touche	Nashua
Erin Almeda, Secretary	Formally, Concord Hospital	Nashua
Jed Anderson*	Weisman, Tessier, Lambert and Halloran	Nashua
Suzanne Beaubien, President	Bellwether Community Credit Union	Nashua
Maria Botcheva	Citizens Bank	Nashua
Nancy Cappiello	Latitude 44, Ltd.	Londonderry
Karen Carlisle	The Event Center-Courtyard by Marriott	Merrimack
John Chase, Treasurer	Retired, BAE Systems	Amherst
Carol Connor	Retired, The Front Door Agency	Amherst
Kevin Flynn	St. Joseph Hospital	Nashua
Nick Frasca	Frasca & Frasca, P.A.	Nashua
Joyce Hillis	Devine, Millimet and Branch	Nashua
Cory Hussey	Stanley Elevator	Hollis
Robert Kennedy*	BAE Systems	Amherst
Linda LaFleur, Immediate Past President	SquareTail Advisors	Londonderry
Tina-Marie Liles	PMIS	Londonderry
David S. McGinley	Retired	Bedford
Jeff Monahan	The Monahan Companies	Nashua
Meagan Pollack, President-Elect	Curriculum Associates	Hudson
John Porter	Keller Williams Realty	Hollis
Walter Razzaboni, Jr.	UBS Financial Services	Nashua
Robert Shaw*	Texas Instruments	Nashua
Melissa Swidler	SWI Designs	Nashua
Alyssa Turcotte	Eaton & Berube Insurance	Manchester
Chris Wilcox, Vice President	Lowell Five Bank	Nashua
John Ziemba*	Triangle Credit Union	Bedford

*Denotes Past Presidents

DOUGLAS HOWARD

Objective:

To provide valuable supportive service opportunities to community members in need and to collaborate with staff and local partners to assist individuals in pursuing and achieving their life and career goals.

Experience:

Front Door Agency

Nashua, NH

Housing Stability Program Manager

July 2020 – Present

- Assisting individuals and families in navigating agency programs.
- Providing emergency financial assistance and financial literacy for clients in need.
- Identifying and coordinating services with area land lords and property managers in order to re-house those experiencing homelessness.
- Coordinating with partner agencies and municipal offices to provide wrap-around services to those in need.

Granite United Way

Manchester, NH

Homeless Prevention and Response Coordinator

Sept. 2019 – April 2020

- Day-to-day responsibility for implementing the 2019 City of Manchester Plan to Address Homelessness recommendations.
- Provide technical assistance to community organizations working with individuals and families experiencing homelessness.
- Assist in the coordination and execution of an overflow sheltering facility for individuals unable to stay in traditional sheltering accommodations due to capacity restrictions.
- Identify permanent supportive housing needs in the Manchester, NH community and collaborate with stakeholders to develop housing models to fill gaps in service.

MYTURN, Inc.

Nashua, NH

Career Specialist

Oct. 2018 – Sept. 2019

- Facilitating classroom instruction to high school students that are interested in exploring various vocational, educational, and career options post high school.
- Maintaining case load of 35 students across two high schools.
- Giving students the opportunity to use their professional voice, practice self-advocacy, and develop de-escalation strategies through classroom instruction and practical application with their peers.
- Provide case management services to youth for one year post graduation.
- Coordinate with local business partners to provide employment opportunities to youth.

Harbor Homes, Inc. / Nashua School District, SAU 42

Nashua, NH

District Homeless Student Liaison / Supportive Services for Veteran Families

Sept. 2015 – Oct. 2018

- Ensuring that children and youth in homeless situations are identified and have equal access to enroll in school with the opportunity to participate in all activities provided by the school.
- Educating students, families, school staff, and the community at large about services available for children who are McKinney-Vento eligible because of their current living situation.

DOUGLAS HOWARD

Experience: Continued

- Identifying needs and referring students and families to community based social services programs that they are eligible for.
- Assisting high school aged youth in college planning and transitioning to life after high school.
- Providing crisis intervention to individuals and families in need of housing through the Coordinated Entry Crisis Hotline.
- Collaborating with organizations through the Nashua, NH Continuum of Care to provide housing options for those who call the Coordinated Entry Hotline.
- Conducted intakes, housing searches, and provided case management to a case load of veterans experiencing homelessness.
- Volunteer baseball coach
 - Nashua High School North: 2017 and Nashua High School South: 2018 and 2019

Southern New Hampshire Services

Manchester, NH

NHEP Workplace Success Program Coordinator

Mar. 2015 – Sept. 2015

- Teaching and facilitating classes related to employment to adults receiving government assistance (Temporary Assistance for Needy Families - TANF).
- Assisting clients in crafting resumes and cover letters.
- Preparing clients to transition into the workforce through volunteer opportunities and case management.
- Empowering clients to make positive change in their lives through motivational interviewing.

Waypoint (Child and Family Services of New Hampshire)

Manchester, NH

Street Outreach Worker/Case Manager

Oct. 2012 – Mar. 2015

- Coordinated case management services of the eighteen to twenty-two year old client population.
- Guiding clients through the process of establishing, and working towards, goals and objectives in order to help youth work towards finding stability in their lives.
- Outreach to runaway, homeless, and at risk youth between the ages of twelve and twenty-two.
- Provided survival aid, counseling, support, and community education to the youth served.
- Collaborated with other social service agencies in the Manchester area in order to better serve the target population.
- Collaborated with transitional living programs that provide housing for youth.
- Mentored and provided supervision for interns and peer-staff.

Education:

Southern New Hampshire University

Manchester, NH

June 2010 - Aug. 2011

M.Ed. in Educational Studies

Southern New Hampshire University

Manchester, NH

Sept. 2005 - May 2009

B.A. in English and Literature

- Earned the 2009 Outstanding Student in the English Language and Literature Program Award.

Julie Smiley

Skills

- Effective communicator with polished telephone, interpersonal, and writing skills.
- Detailed oriented multi-tasker, able to balance priorities.
- Organized, patient, and diplomatic.
- Proficient in Microsoft Office and tech savvy.

Education

1997 BA Second Class Honors in Social Policy with Philosophy, University of Wolverhampton, England

Employment

2020- Present **Housing Advocate**, the Front Door Agency, Nashua, NH

- Receive, evaluate for compliance, and process applications for security deposit loans.
- Interview applicants for eligibility, review loan process and refer as necessary.
- Assist with processing of prevention applications as necessary.
- Serve as Property Manager for two affordable housing units.

2014- 2020 **PT Administrative Assistant**, BabyPrem, England

Accept and process US returns for a British based baby wear company.

2002- 2014 **Certification Coordinator/Manager**, Infusion Nurses Certification Corporation, Norwood, MA

- Plan, coordinate, and supervise all administrative activity.
- Develop budget and marketing plans; creating policies and procedures to facilitate implementation and improve quality management.
- Collect and analyze data to evaluate effectiveness of marketing strategies.
- Write and design marketing materials for print and Web.
- Author and present reports at staff, Board, and national meetings.
- Respond to queries and concerns escalated to management level.
- Promoted to Manager in 2004. Worked part time 2006-2014.

1999- 2002 **Support Specialist/Coordinator**, Work, Community, Independence (WCI), Waltham, MA,

- Supervised residential services for deaf and developmentally delayed adults.
- Trained and supervised support staff.
- Developed, implemented, and monitored behavior plans.
- Tracked residents' progress, reporting to health care, employment, and social services.
- Improved quality of life by facilitating extensive travel and adaptive leisure activities.
- Learned to communicate in ASL.

1998- 1999 **Residential Social Worker**, Family Support Services, Chelmarsh, England

-Implemented educational and behavior plans for emotionally disturbed adolescent boys.

1997- 1998 **Teachers Assistant**, Crotched Mountain Rehabilitation Center, Greenfield, NH

-Provided residential and classroom support to severely physically, emotionally, and behaviorally challenged children.

Organizations

2014- 2018 **Membership Lead**, Moms Demand Action for Gun Sense in America, MA and NH

-A volunteer role facilitating promotion of common sense legislative measures to reduce gun violence. Responsible for increasing membership, developing training and tracking systems to enable volunteers to fulfil various roles as advocates, mentors, and leaders.



LAURIE ASCANI

Summary

Diligent and detail-oriented Administrator with proven history of effective team management. Professionally coordinates files, correspondence and resources to boost productivity and facilitate efficient operations. Skilled in general office processes and optimization strategies.

Skills

- Account reconciliation
- Accounts Payable
- Accounts Receivable
- Billing
- Budget preparation
- Closing
- Financial reporting
- Fundraising
- Human Resources
- Office Management
- Payroll
- Annual reports
- Insurance practices
- Organizational skills
- Team building
- Microsoft Office

Experience

The Front Door Agency | Nashua, NH
Housing Program Compliance Administrator
4/2021 - Current

- Responsibilities include providing comprehensive fiscal and administrative support to the Business Manager and Housing Stability Program Service Team; ensuring compliance with all grant requirements and client relations; ensuring all housing related assistance meets Agency objectives and meets grant funding requirements including: oversight of intake process, volunteer intake management, proper process of direct assistance requests, assurance all necessary documentation meets grant requirements, creation of client files when indicated, preparation for grant source audits; assisting the Business Manager and Housing Stability Program Manager with other various supportive duties relating to grant compliance and standards.

Church of the Good Shepherd | Nashua, NH
Present Parish Administrator
11/2008 - 3/2021

- Responsibilities include managing all accounts receivables and deposits, budget preparation, payroll for all staff including filing all IRS quarterly and annual payments and forms, prepare all reports and facilitate annual financial review by independent accounting firm, all aspects of human resources including benefits and retirement accounts, accounts payable, create monthly reports for the Rector and Vestry, prepare annual reports required by the Diocese, work with Rector to manage the church's investment account, handle any and all building issues including insurance claims and coordinating with vendors for upkeep and repairs, managing and coordinating building usage and being the church's liaison for eight sobriety groups and other community groups

YMCA Of Greater Nashua | Nashua, NH
Group Exercise Instructor
01/2013 - 03/2020

- Taught various group exercise classes, including strength, bootcamp-style, and cardiokickboxing to give gym members different options for fitness.

Focus on Fitness | Nashua, NH
Group Exercise Instructor
12/2005 - 09/2012

- Taught various group exercise classes, including strength, bootcamp-style, and cardiokickboxing to give gym members different options for fitness.

SunBridge Senior Living at Langdon Place
| Nashua, NH
Business Office Manager
12/1999 - 05/2002

- As Business Office Manager my responsibilities included but were not limited to managing accounts payable, accounts receivable, collections and financial reporting for a 90 bed Assisted Living Facility.
- Other related duties included making daily deposits, tracking accounts receivable/collections, generating accounts payable, and developing end of month closing and management financial reports which monitored each department's budget activity.
- As part of the Human Resource function I supervised the front office staff, generated payroll, resolved personnel issues, and processed benefits packages.
- I also coordinated fundraising events for employee appreciation events and managed funds for that committee.

SunBridge Care and Rehabilitation |
Lowell, MA
Business Office Manager
12/1998 - 12/1999

- Responsible for all financial aspects of a 198 bed, Facility including accounts receivable, collectables, account reconciliation, Resident Trust and all third party billing efforts.
- Managerial duties consisted of supervising the Accounts Payable Coordinator, Payroll/HR Coordinator, Medicaid Biller as well as five part-time receptionists.
- As a member of the Employee Appreciation Committee I was involved in coordinating events and managing the related funds.

Healthsouth-New England Rehabilitation
Hospital | Lowell, MA
Fiscal Services Coordinator
02/1996 - 12/1998

- Responsible for Accounts Receivable at a 75 bed facility which included making daily deposits and cash reconciliations, managing all third -party billing and collections, as well as providing billing support to Wentworth Nursing Care Center.
- Participated as a team member of the Conversion Task Force for Medicare's Prospective Payment System, which resulted in the development of a new charge system reducing the need for adjusted bills and late charges.
- As Supervisor of the Admitting Office, I was responsible for charge entry and edits and preparing month-end financial reports.
- Verified, managed and processed insurance coverage for all inpatient and outpatient referrals.
- While serving as a member of the Fundraising Committee, I was named Employee of the Year in 1997.

Healthsouth-New England Rehabilitation
Hospital | Woburn, MA
Patient Referral Coordinator
07/1992 - 02/1996

- In my role as Patient Referral Coordinator I was the main point of contact with patients and health providers seeking treatment in the hospital's outpatient center.
- I collected all demographic information including health insurance carrier information. I then confirmed with the insurance company coverage details including co-payments and deductibles and conveyed that information back to the patients prior to appointments.
- Worked closely with all physicians, therapists and other healthcare providers in the center daily and also attending weekly meetings discussing patient's specific needs and treatment plans
- Filled in for the Admitting Coordinator when he was unavailable

Education and Training

University Of New Hampshire | Durham, NH

B.S in Health Management and Policy

05/1992

Cum Laude

References

REFERENCES Available upon request

Maryse Wirbal

PROFESSIONAL SUMMARY

Effective leader in a range of different capacities providing a blend of leadership experience with fiscal management, marketing, human resources, grant writing, fund raising, policy development and administrative tasks.

WORK HISTORY

Chief Executive Officer

The Front Door Agency, Inc., Nashua, NH

1998- Present

A not-for-profit, 501(c) tax-exempt human services organization assisting individuals and families in crisis transition to self-sufficiency.

Oversight and overall management, planning, vision and leadership for all aspects of the Agency including; development of programs and services, finance, resource development, human resources, communications, and board development. Duties Include:

- Supporting, recruiting, and working with a Volunteer Board of Directors comprised of 23-27 business leaders throughout the community.
- Managing all office operations, including: human resources, purchasing, technology, and maintenance.
- Providing overall fiscal management and oversight to include: developing annual budget, reviewing monthly financial reports and cash flow, providing good stewardship of donor and grant support, maintaining capital assets, overseeing major fund raising events, donor cultivation, writing grant proposals.
- Ensuring quality programs and services are available and meet the overall mission of the agency in a cost effective and efficient manner.
- Serving as the lead ambassador for the agency
- Creating and providing adherence to policies and procedures for the agency
- Leading the agency in the Strategic Planning Process held every four years
- Participating in community forums, collaborations, partnerships

Major Accomplishments include: Developing five transitional housing projects with little debt; increasing programs and budget by nearly 60%; conceiving, initiating and enhancing fund raising activities; increasing donor support; developing and implementing five Agency strategic plans and accomplishing 90% of goals; establishing a \$550,000 endowment fund; creating and maintaining community collaborations.

Business Manager

1995-1998

Nashua Pastoral Care Center, Inc., Nashua, NH

Responsible for the day-to-day administrative and fiscal responsibilities including; account payables, account receivables, payroll, and financial statement preparation, employee benefit programs, purchasing and fund raising.

Accounting Associate

Velcro USA, Inc., Manchester, NH

1994-1995

Duties included; managing payables for eight regions, oversight of fifty telephone accounts, monthly accruals, cash receipts, analysis of expenditures, reconciliation of bank statements, and processing payroll for 500+ employees nationwide.

Teller Supervisor

First NH Bank – Nashua Trust Division, Nashua, NH

1987-1992

Duties included: customer relations, balancing cash drawer and ATM daily, supervising tellers, managing weekly cash shipments, on-call support.

EDUCATION

Recognized as the Next 20-Emerging Leaders in Nashua by the Telegraph	December 2012
Leadership New Hampshire, Concord, NH	June 2005
Leadership Greater Nashua, Greater Nashua Chamber of Commerce	June 1998
<i>BS, Business Finance; Minor, Economics</i> SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, New Hampshire	May 1993
Certificate, Basic Tax Preparation H & R Block, Merrimack, NH	1996

COMMUNITY INVOLVEMENT/INTERESTS
--

Advisory Member, Santander Bank Regional Community Board	2018-Present
Member, Rotary Club of Nashua <i>Served as its President; 2014-2015</i>	1998-Present
Executive Board Member, Greater Nashua Continuum of Care	1998-Present
Vice-President, Hunt Community Board of Directors	2017-Present
Board Member, Hunt Community	2005-2013/2014-Present
Board Member, SilverStone Living	2014-Present
Member, United Way of Greater Nashua Community Needs Assessment Committee	1999-2015
Member, Recognizing Top Women Leaders in Greater Nashua Community as recognize by The Telegraph	2013-2015
Advisory Member, Nashua Area Health Center	2003-2012
Executive Board Member, Greater Nashua Chamber of Commerce	2004-2010
School Board Member, Infant Jesus School, Nashua	2005-2009
Board Member, Greater Nashua Dental Connection, Inc. <i>(founding member, served as its Treasurer, and President)</i>	1998-2005
Member, Nashua Mayor's Task Force on Affordable Housing	2003

REFERENCES FURNISHED UPON REQUEST
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CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Doug Howard	Housing Stability Program Manager	58,406	50%	29,203
Julie Smiley	Housing Advocate	26,312	10%	2,631
Laurie Ascani	Housing Stability Program Compliance Administrator	29,744	50%	14,872
Maryse Wirbal	CEO	106,100	5%	5,305



Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

41
MAC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HUMAN SERVICES AND BEHAVIORIAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 13, 2018

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, Bureau of Homeless and Housing Services, to exercise renewal options to existing agreements and enter into one (1) sole source contract with the vendors identified below, for the provision of Emergency Solutions Grant Services by increasing the price limitation to by \$2,049,033 from \$1,196,464 to \$3,245,497 and by extending the completion date of some contracts from June 30, 2018 to June 30, 2021 effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreements on June 29, 2016 (item #16). 100% Federal Funding

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Community Action Program Belknap and Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558	\$254,337	\$403,895	O: 06/29/16 #16
Community Action Program of Strafford	177200-B004	642 Central Avenue, Dover, NH 03820	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southwestern Community Services	177511-P001	63 Community Way, Keene NH 03431	\$448,674	\$448,674	\$897,348	O: 06/29/16 #16
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558	\$448,674	\$598,232	O: 06/29/16 #16
The Way Home Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Tri County Community Action Program, Inc.	177195-B009	30 Exchange Street Berlin, NH 03570	\$0	\$224,337	\$224,337	New Sole Source
Totals:			\$1,196,464	\$2,049,033	\$3,245,497	

Funds to support this request are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020 and 2021, upon appropriation of continued funding with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7927-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2018	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2019	102-500731	Contracts for Program Services	\$0.00	\$703,011	\$703,011
2020	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
2021	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
		Total:	\$1,196,464	\$2,049,033	\$3,245,497

EXPLANATION

The request to enter into contract with Tri County is sole source because an increase in administrative staffing and internal organizational structure has allowed for Tri-County to more efficiently meet the needs of individuals and or families who are homeless and or at risk of becoming homeless. Previously Southwestern Community Services had funding to serve the North Country population and had formal agreements with Tri-County CAP to administer funds for the Northern region of the state. Funds have been moved from Southwestern Community Services and moved into the Tri County CAP sole source contract to allow Bureau of Housing Supports to contract directly with Tri-County CAP to serve the Northern population. No other agency at this time is able to serve the homeless population in the northern region with the knowledge and resources that Tri-County CAP possesses.

Exhibit C-1 of the Tri County contract includes language that reserves the Department's right to extend contract services for up to three (3) years contingent upon the vendor providing satisfactory services, availability of continued funding and approval from the Governor and Executive Council.

The purpose of this request is for the continuation of Emergency Solutions Grant Program services to individuals who are homeless or at risk of becoming homeless. Services include *interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals, and families from becoming homeless and assist individuals who are currently homeless to regain housing.*

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will refer eligible individuals to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennia.

All contracts being renewed include renewal language in Exhibit C-1, Revisions to General Provisions, paragraph 4 for up to three (3) years contingent upon satisfactory services, continued funding and approval from the Governor and Executive Council.

The Department supports the request to renew services as the vendors have provided services that have met federal and state statutory regulations to provide services to homeless and at risk individuals in accordance to Emergency Solutions Grant provisions.

Should the Governor and Executive Council not authorize this request, individuals and/or households may not receive interventions that have a direct and positive impact on housing stability which may increase the risk of homelessness or unsafe living arrangements. Without such services individuals may not receive rental assistance, utility payments and case management assistance in order to overcome immediate barriers to obtaining housing. Additionally without the Housing Relocation and Stabilization services individuals may not have the opportunity to remain stably housed though effective case management. Individuals may not have referrals to life skill training such as budgeting and resume writing classes, job search assistance and interview skills training.

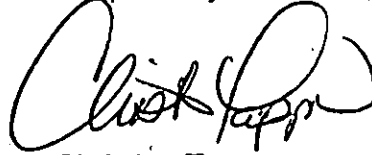
Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231, FAIN E17DC330001

In the event that federal funds become no longer available, general funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



for Jeffrey A. Meyers
Commissioner

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Emergency Solutions Grant Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment #1") dated this 22nd of February 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Front Door Agency Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 7 Concord Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 4 of the agreement the parties may amend and renew the agreement for up to three (3) years upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to exercise the renewal options available and increase the price limitation at level funding; 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 Provision, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$598,232.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maria Reinemann, Esq. Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10 State Agency Telephone Number to read:
(603) 271-9330.
5. Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.4, to read:
1.4 For the purposes of this contract, the Contractor shall be identified as a Subrecipient in accordance with 2 CFR 200.330.
6. Exhibit B, Method and Conditions Precedent to Payment, Preamble, Emergency Solutions Grant, to read:
 - A. Preamble – Emergency Solutions Grant
 - A.1. The following financial conditions apply to the scope of services as detailed in Exhibit A-

MJ
5/9/18



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**

Emergency Solutions Grant.

A.2. This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

A.2.1. NH General Fund:	Not Applicable
A.2.2. Federal Funds:	100%
A.2.3. CFDA#	14.231
A.2.4.	U.S. Department of Housing & Urban Development
A.2.5.	Emergency Solutions Grant
A.2.6 Amount:	\$74,779 SFY 2017
	\$74,779 SFY 2018
	\$149,558 SFY 2019
	\$149,558 SFY 2020
	<u>\$149,558 SFY 2021</u>
	\$598,232 Total

7. Add Exhibit B-1, Budget – Amendment #1.
8. Add Exhibit B-2, Budget – Amendment #1.
9. Add Exhibit B-3, Budget – Amendment #1.
10. Add Exhibit K, DHHS Information Security Requirements.

mm
5/9/18



**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**

This amendment shall be effective 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**

5-15-18
Date

Christine Tappan
Christine Tappan
Associate Commissioner

The Front Door Agency

5/9/18
Date

Erin Wirblich
NAME *Erin Wirblich*
TITLE CEO

Acknowledgement:
State of NH, County of Hillsborough on 5/9/18, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Cindy Enright Notary Public
Name and Title of Notary or Justice of the Peace

**CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018**

mm
5/9/18

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program Contract**



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

OFFICE OF THE ATTORNEY GENERAL

6/4/18
Date

Jill Relew
Name: Jill Relew
Title: ~~Asst.~~ Asst. Attorney General

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:

mj
5/1/18

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

Bidder/Program Name: The Front Door Agency, Inc.

Budget Request for: Emergency Solutions Grant

Budget Period: JULY 1, 2018-JUNE 30, 2019

Line Item	1. Total Program Cost		2. Contractor Share / Match		3. New Funds Funded by DHHS contract share		
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$ 45,000.00		\$ 45,000.00	\$ 11,250.00	\$ 11,250.00	\$ 33,750.00	
2. Employee Benefits	\$ 8,433.00		\$ 8,433.00	\$ 1,625.00	\$ 1,625.00	\$ 4,806.00	
3. Consultants							
4. Equipment:							
Rental							
Repair and Maintenance							
Purchase/Depreciation							
5. Supplies:							
Educational							
Lab							
Pharmacy							
Medical							
Office							
6. Travel							
7. Occupancy							
8. Current Expenses:							
Telephone							
Postage							
Subscriptions							
Audit and Legal							
Insurance							
Board Expenses							
9. Software							
10. Marketing/Communications							
11. Staff Education and Training							
12. Subcontracts/Agreements							
13. Other (specific details mandatory):							
Direct Assistance to Clients: Prevention	\$ 52,000.00		\$ 52,000.00	\$ 13,000.00	\$ 13,000.00	\$ 39,000.00	
Direct Assistance to Clients: Rapid ReHousing	\$ 96,000.00		\$ 96,000.00	\$ 24,000.00	\$ 24,000.00	\$ 72,000.00	
TOTAL	\$ 149,433.00		\$ 149,433.00	\$ 49,875.00	\$ 49,875.00	\$ 149,558.00	
Indirect As A Percent of Direct			0.0%				

Contractor Initials: *mm*
 Date: *5/9/18*

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

Bidder/Program Name: The Front Door Agency, Inc.

Budget Request for: Emergency Solutions Grant

Budget Period: JULY 1, 2019-JUNE 30, 2020

Line Item	Contractor Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed
1. Total Salary/Wages	\$ 47,000.00		\$ 11,750.00		\$ 35,250.00	
2. Employee Benefits	\$ 7,000.00		\$ 1,750.00		\$ 5,250.00	
3. Consultants						
4. Equipment:						
Rental						
Repair and Maintenance						
Purchase/Depreciation						
5. Supplies:						
Educational						
Lab						
Pharmacy						
Medical						
Office						
6. Travel						
7. Occupancy						
8. Current Expenses						
Telephone						
Postage						
Subscriptions						
Audit and Legal						
Insurance						
Board Expenses						
9. Software						
10. Marketing/Communications						
11. Staff Education and Training						
12. Subcontracts/Agreements						
13. Other (specify details mandatory):						
Direct Assistance to Clients: Prevention	\$ 51,000.00		\$ 13,000.00		\$ 38,000.00	
Direct Assistance to Clients: Rapid ReHousing	\$ 95,000.00		\$ 23,942.00		\$ 71,058.00	
TOTAL	\$ 200,000.00		\$ 50,442.00		\$ 149,558.00	

Indirect As A Percent of Direct 0.0%

Contractor Initials *MW*
 Date *5/9/18*

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

Bidder/Program Name: The Front Door Agency, Inc.

Budget Request for: Emergency Solutions Grant

Budget Period: JULY 1, 2020-JUNE 30, 2021

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed
1. Total Salaries/Wages	\$ 48,500.00		\$ 12,125.00		\$ 36,375.00	
2. Employee Benefits	\$ 7,500.00		\$ 1,875.00		\$ 5,625.00	
3. Consultants						
4. Equipment:						
Rental						
Repair and Maintenance						
Purchase/Depreciation						
5. Supplies:						
Educational						
Lab						
Pharmacy						
Medical						
Office						
6. Travel						
7. Occupancy						
8. Current Expenses						
Telephone						
Postage						
Subscriptions						
Audit and Legal						
Insurance						
Board Expenses						
9. Software						
10. Marketing/Communications						
11. Staff Education and Training						
12. Subcontracts/Agreements						
13. Other (specify details mandatory):						
Direct Assistance to Clients: Prevention	\$ 50,000.00		\$ 12,500.00		\$ 37,500.00	
Direct Assistance to Clients: Rapid Re-housing	\$ 84,000.00		\$ 21,042.00		\$ 62,958.00	
TOTAL	\$ 200,000.00		\$ 50,442.00		\$ 149,558.00	

Indirect As A Percent of Direct 0.0%

Contractor Initials *MW*
 Date *5/1/18*

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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.).

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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



- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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16
Bureau

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Marilee Nihan, M.B.A.
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3346 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C Approved

June 9, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Date 6/29/16

Item # 16

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services, to enter into agreements with the vendors listed below for the provision of Emergency Solutions Grant services in an amount not to exceed \$1,495,592, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later through June 30, 2018. 100% Federal Funds.

Vendor	Vendor Number	Address	Amount
Community Action Partnership of Belknap and Merrimack County	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558
Community Action Program of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$149,558
Easter Seals of New Hampshire	177204-B005	555 Auburn Street Manchester, NH 03103	\$149,558
Harbor Homes, Inc.	155358-B001	45 High Street, Nashua, NH 03060	\$149,570
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558
Southwestern Community Services	177511-P001	63 Community Way Keene, NH	\$448,674
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558
The Way Home, Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558
Total:			\$1,495,592

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAMS

Fiscal Year	Class	Title	Amount
2017	102-500731	Contracts for Program Svcs.	\$747,796
2018	102-500731	Contracts for Program Svcs.	\$747,796
		Total:	\$1,495,592

EXPLANATION

The purpose of these agreements is to provide Emergency Solutions Grant Program services, which includes interventions that have a direct and positive impact on individuals and families. The services provided through these contract agreements prevent individuals and families, from becoming homeless or the services assist individuals who are currently homes to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will also ensure that eligible individuals have access to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

In 2015 the Emergency Solutions Grant served 2,872 clients who were homeless or at imminent risk of homelessness. Of these 2,872 clients, 200 were veterans, 109 were chronically homeless, and 667 were in families with children.

A Request for Applications was posted to the Department's website from December 18, 2015 through February 5, 2016 to solicit vendors to provide Emergency Solutions Grant services. The Department received nine (9) applications in response to the Request for Applications. A team of individuals with program specific knowledge and experience evaluated the applications. One (1) application received by the Department did not comport with the services requested in the Request for Applications. Three (3) applications were from one (1) vendor. The Department selected seven (7) vendors with which to enter into eight (8) agreements. The bid sheet is attached.

This contract contains language that reserves the Department's right to renew services for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, individuals and families may not receive the emergency housing assistance necessary to prevent or reduce the risk of homelessness.

Area Served: *Statewide*

Source of Funds: *100% Federal Funds CFDA # 14.231*

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan, MBA
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Emergency Solutions Grant (ESG)

17-DHHS-DCBCS-BHHS-RFA-01

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. Community Action Partnership of Strafford County
2. Community Action Program, Belknap-Merrimack Counties, Inc.
3. Easter Seals NH, Inc.
4. Harbor Homes, Inc.
5. Headrest, Inc.
6. Southern NH Services
7. Southwestern Community Services, Inc. - Cheshire
8. Southwestern Community Services, Inc. - Sullivan
9. The Bridge House, Inc.
10. The Front Door Agency
11. The Way Home

Pass/Fail	Maximum Points	Actual Points
	165	153
	165	153
	165	161
	165	164
	165	0
	165	158
	165	154
	165	154
	165	111
	165	161
	165	162

1. Melissa Hatfield, BHHS Program Specialist
2. Julie Lane, BHHS program Specialist
3. Kristi Trudel, Program Planning & Review Specialist
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: Emergency Solutions Grant Program (2017-BHHS-RFA-01)

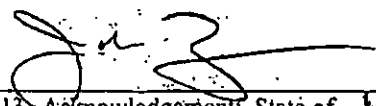
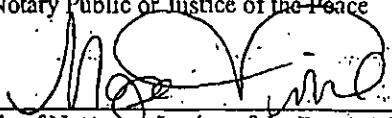
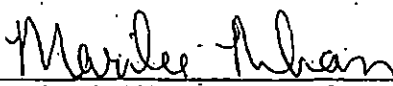
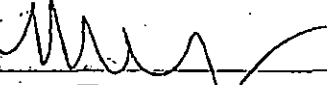
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name The Front Door Agency		1.4 Contractor Address 7 Concord Street, Nashua, NH 03064	
1.5 Contractor Phone Number 603-886-2866	1.6 Account Number: 05-95-42-423010-7927-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$149,558
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Ziembka President, Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Gilchrist</u> On <u>June 8, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MARYSE A. WIRBAL, Notary Public My Commission Expires August 24, 2016.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maulee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. **EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property, subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. **WAIVER OF BREACH.** 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.

17. **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.

18. **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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to individuals and families in the Greater Nashua Area who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:
 - 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG in accordance with 24 CFR 576. Income eligibility must be assessed every 6 months of program participation. The Contractor shall ensure annual income:
 - 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
 - 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
 - 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.
 - 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:
 - 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
 - 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
 - 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.
 - 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.

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Exhibit A

- 2.1.2.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be in accordance with HUD's preferred method of verification as noted in 24 CFR 576.
 - 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to, inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing shall meet 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.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$9,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.
 - 2.4.2. Rental assistance over no more than a 9 month period. The Contractor shall:
 - 2.4.2.1. Enter into a rental assistance agreement with the owner/landlord on behalf of the program participant, ensuring that the Contractor

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Exhibit A

receives a copy of all general notices, complaints, and notices of eviction from the landlord/owner.

- 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
- 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
- 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.
- 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which includes but is not limited to:

- 2.5.1. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.
- 2.5.2. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing.

2.6. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).

3. Reporting Requirements

3.1. The contractor shall provide quarterly reports using HMIS data which include, number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter.

4. Deliverables of Services

4.1. The Contractor shall provide housing stabilization case management to a minimum of sixteen (16) households.

4.2. The Contractor shall successfully and rapidly re-house ten (10) households in safe and sustained housing.

4.3. The Contractor shall ensure all client level data in Section 2.7 is entered into NH HMIS within five (5) days of the client's entry into the program.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A –
Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made
available under the Catalog of Federal Domestic Assistance (CFDA); as follows:

NH General Fund:	Not applicable
Federal Funds:	100%
CFDA #:	14.231
Federal Agency:	U.S. Department of Housing & Urban Development
Program Title:	Emergency Solutions Grant
Amount:	\$74,779 SFY 2017 \$74,779 SFY 2018 \$149,558 Total

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed \$149,558.

2. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY THE STATE

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines

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Exhibit B

established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment requests on a monthly basis.

3.2.1. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice, specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55

4. USE OF GRANT FUNDS

4.1. The State agrees to provide payment for actual costs up to \$149,558 as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.

~~4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.~~

4.3 Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR part 200.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

5.1 Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

5.1.2 The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.

[Handwritten Signature]
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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
- 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** 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.
13. **Credits:** 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.
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "~~Financial Management Guidelines~~" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and

4. The Division reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 GRANTEEES 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

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

[Handwritten Signature]
6/8/16



- 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.

Contractor Name

Date

6/8/16

Name
Title

Board President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

Date

6/8/14

Name:

Title: Board President

6/8/14



**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

[Handwritten Signature]
Date *6/8/16*



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 (1)(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:

6/8/16
Date

[Signature]
Name:
Title:



**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

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

Contractor Initials

[Signature]

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:

6/8/16
Date

[Signature]
Name

Title: Board President

Exhibit G

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

Contractor Initials [Signature]



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:

Date

6/8/16

Name:
Title:

[Signature]
Board President

Contractor Initials

[Signature]
6/8/16

Date



Exhibit I

HEALTH INSURANCE PORTABILITY 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.

[Handwritten Signature]

6/8/16



Exhibit I

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

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

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

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6/8/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate:

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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



Exhibit I

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

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

JB
1/8/16



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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4/8/14



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.

The State

Marie Khan
Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

6/9/16
Date

The Front Door Agency
Name of the Contractor

[Signature]
Signature of Authorized Representative

John Ziembal
Name of Authorized Representative

President, Board of Directors
Title of Authorized Representative

6/8/16
Date



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

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

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

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

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

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

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

Contractor Name:

6/8/14
Date

[Signature]
Name:
Title: Board President



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: 879861474
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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

This Amendment to the Emergency Solutions Grant Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631
4. Modify Exhibit A, Scope of Services, Section 4, Deliverables of Services, by adding Subsection 4.5 through Section 4.7 to read:
 - 4.5. The Department may annually conduct on-site reviews of the Contractor operations to ensure compliance with the contractual objectives.
 - 4.6. The Department may annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.
 - 4.7. The Department may provide training for Contractor staff as needed.

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

6/17/2021

Date

DocuSigned by:

Christine Santaniello

Name: CHRISTINE santaniello

Title: Associate Commissioner

Tri-County Community Action Program, Inc.

6/15/2021

Date

DocuSigned by:

Jeanne Robillard

Name: Jeanne Robillard

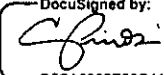
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/18/2021

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:

State of New Hampshire

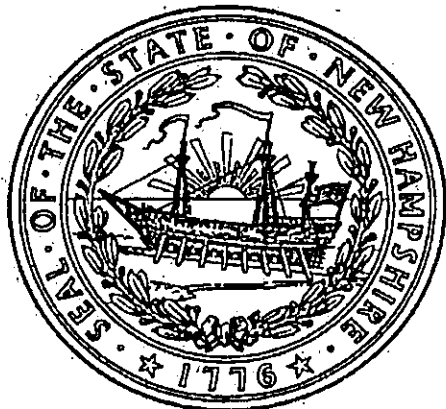
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0005362631



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Tri-County Community Action Program, Inc.
(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 9/29, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeanne Robillard, Chief Executive Officer and or Randall Pilotte Chief Financial Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, 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: 5.24.2021

Sandy Alonzo
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (AC, No, Ext): (603) 669-3218 FAX (AC, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Indemnity Ins Co</td> <td style="width: 20%;">NAIC # 18058</td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</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 A: Philadelphia Indemnity Ins Co	NAIC # 18058	INSURER B: Granite State Health Care and Human Services Self-		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Granite State Health Care and Human Services Self-													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 20-21 AIV21-22 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	ADDC	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2150055	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2150050	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB728176	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000428 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2150055	07/01/2020	07/01/2021	Each Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER Contracts & Procurement DHHS - State of NH 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
---	--

MISSION STATEMENT

Tri-County Community Action Program provides opportunities to strengthen communities by improving the lives of low to moderate income families and individuals.

VISION STATEMENT

Individuals and families are empowered to create vibrant communities and foster self-sufficiency.

VALUES STATEMENT

Tri-County Community Action Program, values a culture of integrity.

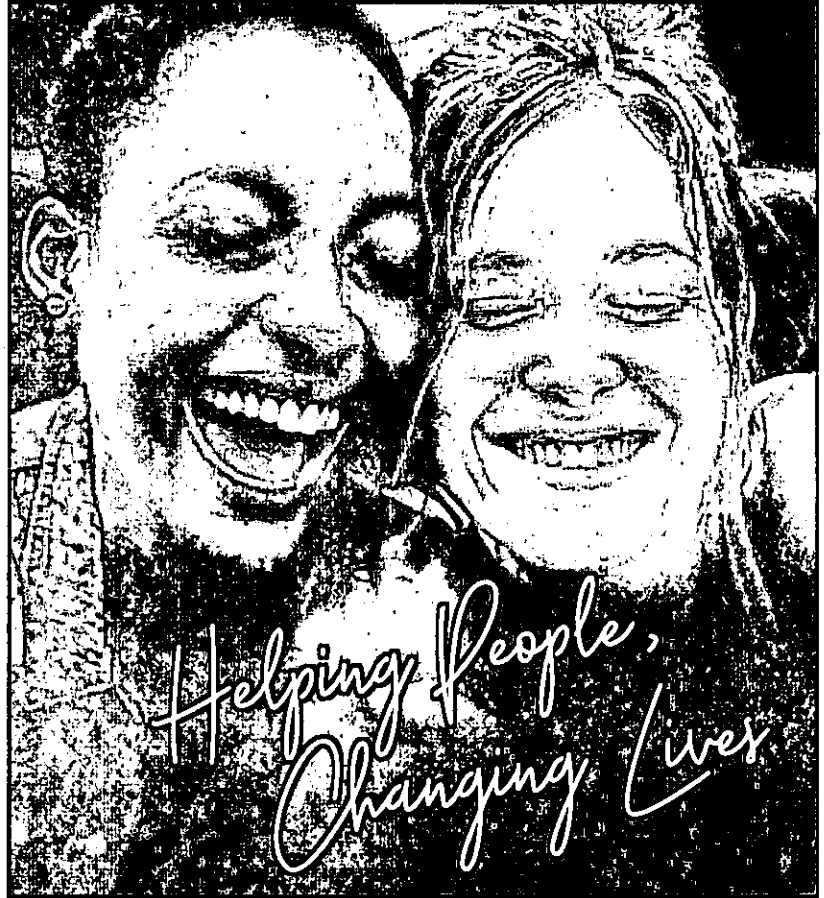
This Includes:

1. Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
2. Connection to community. We value our community partners and work to build strong partnerships that unite us all in the common goal of improving the lives of others.
3. Recognition of our mutual humanity. We treat customers, co-workers and colleagues with compassion, fairness, dignity and respect.
4. We value the empowerment of those who seek our services, believing that empowerment leads to improved self-worth and enables those we serve to fully participate in their communities and share their success with others.



TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965



30 Exchange St., Berlin, NH 03570
Phone: (603) 752-7001
www.tccap.org

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AND AFFILIATE

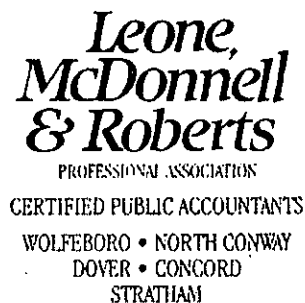
**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORTS**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

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To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, the related consolidated statements of cash flows and functional expenses for the years then ended, the related consolidated statement of activities for the year ended June 30, 2020 and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2020 and 2019, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2019 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 21, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2020, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

October 28, 2020
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019**

	<u>ASSETS</u>	
	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,257,081	\$ 1,400,750
Restricted cash, Guardianship Services Program	796,937	583,963
Accounts receivable	1,322,852	1,274,083
Property held for sale	47,000	47,000
Pledges receivable	307,017	231,161
Inventories	102,430	85,886
Prepaid expenses	<u>77,882</u>	<u>34,037</u>
Total current assets	<u>4,911,199</u>	<u>3,656,880</u>
PROPERTY		
Property and equipment	12,344,805	12,086,152
Less accumulated depreciation	<u>(5,601,944)</u>	<u>(5,178,535)</u>
Property, net	<u>6,742,861</u>	<u>6,907,617</u>
OTHER ASSETS		
Restricted cash	<u>384,711</u>	<u>418,936</u>
TOTAL ASSETS	<u>\$ 12,038,771</u>	<u>\$ 10,983,433</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of long term debt	\$ 437,843	\$ 148,449
Current portion of capital lease obligations	3,554	4,870
Accounts payable	180,427	221,571
Accrued compensated absences	243,779	204,079
Accrued salaries	49,059	210,952
Accrued expenses	137,304	89,524
Refundable advances	181,463	197,157
Other liabilities	<u>850,982</u>	<u>598,195</u>
Total current liabilities	<u>2,084,411</u>	<u>1,674,797</u>
LONG TERM DEBT		
Long term debt, net of current portion	4,792,557	5,227,835
Capital lease obligations, net of current portion	<u>-</u>	<u>3,355</u>
Total liabilities	<u>6,876,968</u>	<u>6,905,987</u>
NET ASSETS		
Without donor restrictions	4,565,253	3,399,192
With donor restrictions	<u>596,550</u>	<u>678,254</u>
Total net assets	<u>5,161,803</u>	<u>4,077,446</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 12,038,771</u>	<u>\$ 10,983,433</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
REVENUES AND OTHER SUPPORT				
Grants and contracts	\$ 14,425,841	\$ 483,472	\$ 14,909,313	\$ 14,475,114
Program funding	1,084,133	-	1,084,133	1,167,509
Utility programs	1,923,653	-	1,923,653	1,287,103
In-kind contributions	455,826	-	455,826	477,167
Contributions	326,215	-	326,215	230,986
Fundraising	32,544	-	32,544	39,303
Rental income	635,559	-	635,559	625,046
Interest income	923	-	923	643
Gain (loss) on disposal of property	2,225	-	2,225	(32,892)
Loss on write down of property held for sale	-	-	-	(255,492)
Other revenue	4,379	-	4,379	196,364
	<u>18,891,298</u>	<u>483,472</u>	<u>19,374,770</u>	<u>18,210,851</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>565,176</u>	<u>(565,176)</u>	<u>-</u>	<u>-</u>
	<u>19,456,474</u>	<u>(81,704)</u>	<u>19,374,770</u>	<u>18,210,851</u>
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	1,047,356	-	1,047,356	950,639
Head Start	2,769,065	-	2,769,065	2,758,782
Guardianship	769,597	-	769,597	767,241
Transportation	991,504	-	991,504	916,089
Volunteer	94,845	-	94,845	118,408
Workforce Development	346,114	-	346,114	354,263
Carroll County Dental	653,810	-	653,810	747,474
Support Center	558,244	-	558,244	355,206
Homeless	800,148	-	800,148	714,066
Energy and Community Development	7,824,201	-	7,824,201	7,788,560
Elder	1,149,136	-	1,149,136	1,191,571
Housing Services	220,900	-	220,900	172,852
	<u>17,224,920</u>	<u>-</u>	<u>17,224,920</u>	<u>16,835,151</u>
Supporting Activities:				
General and administrative	1,062,613	-	1,062,613	1,032,207
Fundraising	2,880	-	2,880	9,895
	<u>1,065,493</u>	<u>-</u>	<u>1,065,493</u>	<u>1,042,102</u>
Total functional expenses	<u>18,290,413</u>	<u>-</u>	<u>18,290,413</u>	<u>17,877,253</u>
CHANGE IN NET ASSETS	1,166,061	(81,704)	1,084,357	333,598
NET ASSETS, BEGINNING OF YEAR	<u>3,399,192</u>	<u>678,254</u>	<u>4,077,446</u>	<u>3,743,848</u>
NET ASSETS, END OF YEAR	<u>\$ 4,565,253</u>	<u>\$ 596,550</u>	<u>\$ 5,161,803</u>	<u>\$ 4,077,446</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,084,357	\$ 333,598
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	436,197	448,556
(Gain) loss on disposal of property	(2,225)	32,892
Loss on write down of property held for sale		255,492
(Increase) decrease in assets:		
Accounts receivable	(48,769)	(117,426)
Pledges receivable	(75,856)	(18,954)
Inventories	(16,544)	1,683
Prepaid expenses	(43,845)	(8,397)
Increase (decrease) in liabilities:		
Accounts payable	(41,144)	(15,705)
Accrued compensated absences	39,700	958
Accrued salaries	(161,893)	23,444
Accrued expenses	47,780	(42,364)
Refundable advances	(15,694)	6,088
Other liabilities	252,787	211,027
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,454,851</u>	<u>1,110,892</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	4,495	14,283
Purchases of property and equipment	(273,711)	(95,588)
NET CASH USED IN INVESTING ACTIVITIES	<u>(269,216)</u>	<u>(81,305)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayment on demand note payable		(516,022)
Repayment on long-term debt	(145,884)	(141,273)
Repayment on capital lease obligations	(4,671)	(4,446)
NET CASH USED IN FINANCING ACTIVITIES	<u>(150,555)</u>	<u>(661,741)</u>
NET INCREASE IN CASH AND RESTRICTED CASH	1,035,080	367,846
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	<u>2,403,649</u>	<u>2,035,803</u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 3,438,729</u>	<u>\$ 2,403,649</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 131,879</u>	<u>\$ 152,078</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Property donated	<u>\$ -</u>	<u>\$ 18,830</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED APRIL 30, 2020

	Agency	Food Bank	Overnight	Transportation	Volunteer	Workforce Development	Carroll County Deptal	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	\$ 238,843	\$ 1,437,343	\$ 526,953	\$ 488,819	\$ 57,338	\$ 189,887	\$ 253,448	\$ 287,574	\$ 374,238	\$ 1,141,718	\$ 498,173	\$ 17,920	\$ 5,432,474	\$ 848,437	\$ -	\$ 6,130,911
Payroll taxes and benefits	71,944	393,287	136,958	86,585	16,861	59,058	64,883	75,617	87,298	320,570	118,173	-	1,451,804	168,652	-	1,621,258
Assistance to clients	68,833	73	-	80,787	-	8,841	-	83,595	182,974	5,884,178	-	-	6,131,279	-	-	6,131,279
Consumable supplies	23,124	181,458	9,849	6,858	2,392	2,113	34,993	4,788	5,541	268,088	333,323	885	873,521	10,768	-	884,289
Space costs and rentals	7,487	180,083	40,811	15,288	4,151	62,780	-	8,578	25,016	128,812	52,347	-	823,175	70,855	-	894,030
Depreciation expense	159,309	81,571	-	50,182	-	-	43,880	12,070	1,433	38,283	3,453	87,349	435,310	3,157	-	438,467
In-kind expended	-	273,892	-	69,017	8,728	-	-	37,759	57,179	-	11,250	-	453,876	-	-	453,876
Consultants and contractors	2,208	9,412	3,848	-	-	-	198,772	-	-	325	19,448	-	234,009	13,749	-	247,758
Utilities	151,798	24,789	19,037	18,499	1,385	6,989	10,474	28,984	23,398	42,516	25,058	23,303	373,181	8,903	-	382,084
Travel and meetings	347	98,874	20,039	54,002	284	5,938	1,678	8,425	14,740	22,171	20,927	825	214,348	18,804	-	233,152
Other direct program costs	43,842	52,207	1,745	17,588	2,952	200	1,749	678	3,825	30,881	44,343	-	58,950	281,110	2,880	284,551
Fiscal and administrative	18,835	2,841	24,589	900	1,045	220	8,930	2,439	2,550	29,497	4,823	9,013	102,752	70,008	-	178,768
Building and grounds maintenance	91,883	27,273	110	5,183	-	-	6,924	8,537	4,857	731	2,355	18,843	188,218	-	-	188,218
Interest expense	107,825	280	525	71	8	-	21,942	102	-	1,983	-	-	132,788	531	-	133,319
Vehicle expense	6,445	-	-	95,888	-	-	-	-	-	79,883	-	-	181,178	-	-	181,178
Insurance	47,876	7,358	484	2,112	1,153	-	1,208	2,708	3,224	8,840	-	3,820	72,784	31,874	-	104,658
Maintenance of equipment and rental	5,737	31,006	5,772	1,848	557	-	5,541	1,822	115	15,770	12,856	20,150	120,475	9,181	-	129,656
Flood fees	1,310	-	-	-	-	-	1,585	-	1,988	1,508	1,885	-	7,874	7	-	7,881
Total Direct Expenses	1,047,356	2,788,065	789,507	991,504	84,845	348,114	853,810	558,244	800,148	7,824,201	1,149,138	220,900	17,224,820	1,062,813	2,880	18,290,413
Indirect Expenses																
Indirect costs	99,090	251,005	80,338	69,181	8,234	31,875	68,382	46,881	59,393	212,805	118,049	-	1,062,813	(1,062,813)	-	-
Total Direct & Indirect expense	\$ 1,146,446	\$ 3,020,070	\$ 869,835	\$ 1,060,685	\$ 93,079	\$ 379,989	\$ 922,192	\$ 605,125	\$ 859,541	\$ 8,037,106	\$ 1,267,187	\$ 220,900	\$ 18,287,633	\$ -	\$ 2,880	\$ 18,290,413

See Notes to Consolidated Financial Statements

TRIS-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019

	Agency Fund	Head Start	Quasirentable	Transportation	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	\$ 199,241	\$ 1,386,722	\$ 803,554	\$ 450,227	\$ 57,828	\$ 208,956	\$ 377,023	\$ 205,183	\$ 368,232	\$ 1,197,800	\$ 493,573	\$ 13,068	\$ 5,462,305	\$ 588,457	\$ -	\$ 6,058,762
Payroll taxes and benefits	49,259	295,213	132,852	92,256	18,428	57,969	88,778	39,904	81,040	339,187	120,236	-	1,413,250	163,274	-	1,578,524
Assistance to clients	22,359	-	-	-	-	710	-	13,831	154,860	5,984,754	-	-	5,786,314	-	-	5,786,314
Consumable supplies	3,403	185,063	8,922	4,547	1,830	1,870	44,374	4,065	9,578	285,487	310,785	2,875	846,305	11,436	-	857,741
Space costs and rentals	7,825	174,501	38,958	14,556	4,556	62,634	1,433	2,538	28,713	134,282	55,715	-	823,718	66,568	-	890,286
Depreciation expense	159,653	99,684	-	87,574	-	-	42,753	10,627	2,113	24,877	2,899	67,389	447,889	3,157	-	450,826
In-kind expended	-	321,063	-	53,828	27,450	-	-	13,030	18,435	-	45,591	-	477,167	-	-	477,167
Consultants and contractors	20,400	32,628	2,312	524	-	-	129,464	-	-	1,112	35,678	-	222,318	18,028	-	238,347
Utilities	168,297	25,312	17,501	18,843	1,287	8,252	10,138	25,905	21,891	32,877	24,372	26,181	378,636	5,708	-	384,344
Travel and meetings	11,024	83,708	32,365	84,821	1,148	15,024	1,827	11,188	18,214	10,356	29,492	642	297,807	20,788	-	318,388
Other direct program costs	2,535	24,813	500	16,084	4,792	25	1,564	2,557	2,103	23,828	55,591	24,224	157,898	9,225	9,895	176,818
Fiscal and administrative	18,817	3,031	24,823	1,757	1,217	210	8,459	2,167	2,119	27,972	5,838	8,731	103,147	94,740	-	197,887
Building and grounds maintenance	83,988	37,801	151	2,658	-	100	2,637	12,636	8,508	410	2,853	19,594	179,346	30	-	179,376
Interest expense	117,555	345	1,358	175	-	-	29,821	-	22	3,807	82	-	152,965	833	-	153,818
Vehicle expense	2,747	-	-	105,360	-	-	-	10	40	81,808	-	-	189,965	-	-	189,965
Insurance	98,671	8,807	573	2,804	934	-	2,428	3,340	3,977	5,788	-	3,916	89,018	30,772	-	119,788
Maintenance of equipment and rental	362	39,891	3,268	783	1,064	493	5,524	7,623	551	11,383	7,454	5,331	83,908	12,647	-	96,556
Fixed fees	8,265	-	-	-	-	-	1,153	-	2,088	800	1,471	-	13,817	422	-	14,239
Total Direct Expenses	950,639	2,758,782	767,241	918,089	118,406	354,263	747,474	355,208	714,068	7,788,060	1,191,571	172,852	16,835,151	1,032,207	9,895	17,877,253
Indirect Expenses																
Indirect costs	96,348	241,157	77,872	83,262	8,286	32,348	73,753	33,981	58,984	214,251	114,307	-	1,032,207	(1,032,207)	-	-
Total Direct & Indirect expenses	\$ 1,046,987	\$ 2,999,939	\$ 844,913	\$ 999,351	\$ 127,694	\$ 386,609	\$ 821,227	\$ 389,187	\$ 773,032	\$ 8,002,611	\$ 1,305,878	\$ 172,852	\$ 17,857,358	\$ -	\$ 9,895	\$ 17,877,253

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves 413 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 393 volunteers, ages 55 and older, of which 225 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 27,955 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Carroll County Dental

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 14 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program. A separate audit of Cornerstone's compliance with its major federal program in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the audit requirements of *Title 2 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance)*. An unmodified opinion was issued.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

The Organization has net assets with donor restrictions of \$596,550 and \$678,254 at June 30, 2020 and 2019, respectively. See **Note 13**.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$181,463 and \$197,157 as of June 30, 2020 and 2019, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed. The Organization is no longer subject to examinations by tax authorities for years prior to 2016.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2020 and 2019, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2020 and 2019.

As of June 30, 2020 and 2019, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$307,017 and \$231,161, respectively. This amount is included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

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

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2019, received provisional approval and is effective, until amended, at a rate of 12%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2019 was 10.4%. The actual rate for the year ended June 30, 2020 was approximately 10.82%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2020 and 2019 was \$25,483 and \$11,698, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "Simplifying the Presentation of Debt Issuance Costs." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2020 and 2019.

New Accounting Pronouncement

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (230): Restricted Cash (ASU 2016-18). The amendments address diversity in practice that exists in the classification and presentation of changes in restricted cash on the statement of cash flows. The amendments require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. As a result, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling beginning-of-period and end-of-period total amounts shown on the statement of cash flows. ASU 2016-18 is effective for the Organization's fiscal year ending June 30, 2020 and has been applied retrospectively to all periods presented.

During the year ended June 30, 2020, the Organization adopted the provisions of FASB ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending June 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

Other Matters

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents, undesignated	\$ 2,257,081	\$ 1,400,750
Accounts receivable	1,322,852	1,274,083
Pledges receivable	<u>307,017</u>	<u>231,161</u>
Total financial assets	<u>3,886,950</u>	<u>2,905,994</u>

Less amounts not available to be used within one year:		
Net assets with donor restrictions	596,550	678,254
Less net assets with time restrictions to be met in less than a year	<u>(410,015)</u>	<u>(565,176)</u>
Amounts not available within one year	<u>186,535</u>	<u>113,078</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,700,415</u>	<u>\$ 2,792,916</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$2,860,000 and \$2,786,000 respectively, at June 30, 2020 and 2019.

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2020 and 2019, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2020 and 2019, there was approximately \$2,653,000 and \$1,750,000, respectively, of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	<u>2020</u>	<u>2019</u>
Cash, operations	\$ 2,257,081	\$ 1,400,750
Restricted cash, current	796,937	583,963
Restricted cash, long term	<u>384,711</u>	<u>418,936</u>
Total cash and restricted cash	<u>\$ 3,438,729</u>	<u>\$2,403,649</u>

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7**. It is required to maintain a balance of \$19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2020 and 2019 was \$20,040 and \$20,010, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2020 and 2019. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2020 and 2019 was \$174,626 and \$174,451, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2020 and 2019 was \$796,937 and \$583,963, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2020 and 2019 was \$796,937 and \$583,963, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

At June 30, 2019, the Organization had \$45,198 in restricted cash relating to the property that is held for sale at year end. This was donated to another non-profit Organization during the year ended June 30, 2020.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2020 and 2019 was \$190,045 and \$179,277, respectively. See **Note 15**.

NOTE 4. INVENTORY

In 2020 and 2019, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2020 and 2019, consists of weatherization materials totaling \$102,430 and \$85,886, respectively.

NOTE 5. ACCRUED EARNED TIME

For the years ending June 30, 2020 and 2019, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2020 and 2019, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$243,779 and \$204,079, respectively.

NOTE 6. PROPERTY

Property consists of the following at June 30, 2020:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,810,288	\$ 3,753,302	\$ 6,056,986
Equipment	2,105,950	1,848,642	257,308
Construction in progress	4,727	-	4,727
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<u>\$12,344,805</u>	<u>\$ 5,601,944</u>	<u>\$ 6,742,861</u>

Property consists of the following at June 30, 2019:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,709,749	\$ 3,469,618	\$ 6,240,131
Equipment	1,950,063	1,708,917	241,146
Construction in progress	2,500	-	2,500
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<u>\$12,086,152</u>	<u>\$ 5,178,535</u>	<u>\$ 6,907,617</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2020 and 2019 totaled \$435,310 and \$447,669, respectively.

The Organization has property held for sale at June 30, 2020 and 2019 amounting to \$47,000, which is classified as a current asset in the accompanying consolidated statements of financial position. The total loss on the write down to market value of this property was \$255,492 in 2019.

NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2020 and 2019 consisted of the following:

	<u>2020</u>	<u>2019</u>
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	\$ 110,824	\$ 124,867
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 4.69% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	307,719	328,896
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021.	4,478	9,618
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	4,228	7,642
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	3,948	7,385
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	705	2,331
Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.	7,294	9,739
Note payable with a bank requiring 60 monthly installments of \$2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. Final balloon payment is due in March 2023.	387,227	395,429

	<u>2020</u>	<u>2019</u>
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,547,308	2,634,595
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years, final payment due in August 2047.	<u>250,000</u>	<u>250,000</u>
Total long term debt before unamortized debt issuance costs	5,241,331	5,388,102
Unamortized deferred financing costs	<u>(10,931)</u>	<u>(11,818)</u>
Total long term debt	5,230,400	5,376,284
Less current portion due within one year	<u>(437,843)</u>	<u>(148,449)</u>
	<u>\$ 4,792,557</u>	<u>\$ 5,227,835</u>

The scheduled maturities of long-term debt as of June 30, 2020 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2021	\$ 437,843
2022	123,107
2023	485,399
2024	118,243
2025	122,486
Thereafter	<u>3,954,253</u>
	<u>\$ 5,241,331</u>

As described at **Note 3**, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

NOTE 8. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, expiring in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, expiring in May 2021. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2020 and 2019, consisted of the following:

	<u>2020</u>	<u>2019</u>
Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 1,213	\$ 3,291
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by a copier and will mature in March 2021.	944	2,261
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021.	<u>1,397</u>	<u>2,673</u>
	3,554	8,225
Less current portion	<u>(3,554)</u>	<u>(4,870)</u>
	<u>\$ -</u>	<u>\$ 3,355</u>

The scheduled maturities of capital lease obligations as of June 30, 2020 were as follows:

<u>Year ending</u> <u>June 30</u>	<u>Amount</u>
2021	<u>\$ 3,554</u>

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum. There was no balance outstanding at June 30, 2020 and 2019. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. The Organization was not required to make payments of interest or principal prior to maturity. The unsecured revolving line of credit was paid off in full during the year ended June 30, 2019.

NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2020 and 2019, the annual rent expense for leased facilities totaled \$181,004 and \$181,127, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2020, are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2021	\$ 127,803
2022	<u>7,321</u>
	<u>\$ 135,124</u>

NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 12. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2020 and 2019, approximately \$14,380,020 (74%) and \$13,951,828 (77%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2020 and 2019, approximately 68% and 69%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Temporary Municipal Funding	\$ 307,017	\$ 231,161
FAP	102,998	117,470
Restricted Buildings	85,713	87,541
DOE	46,287	-
FAP/EAP	24,350	11,290
Loans - HSGP	22,029	19,907
RSVP Program Funds	5,887	7,056
Donations to Maple Fund	1,571	1,571
RSVP - Matter to Balance	500	-
Loans - HHARLF	104	-

BWP/HRRP Program	94	-
10 Bricks Shelter Funds	-	142,190
Support Center	-	25,939
Weatherization	-	25,000
Senior Meals	-	5,130
Head Start	-	3,999
		<hr/>
Total net assets with donor restrictions	\$ 596,550	\$ 678,254

NOTE 14. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2018, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2020, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$155,278 and \$129,407 were held in a segregated account at June 30, 2020 and 2019, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$31,049 and \$46,514 were held in a segregated account for the years ended June 30, 2020 and 2019, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to \$250 per unit.

In accordance with the policy noted above, subsequent to year end the Organization was required to remit funds to HUD totaling \$31,412. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment.

NOTE 16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 28, 2020, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
Head Start	93.600		01CH10000-05-00	\$ 1,585,937
Head Start	93.600		01CH10000-06-00	1,042,272
			TOTAL	2,638,209
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-19B1NHLIEA	120,562
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA	5,404,284
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-19B1NHLIEA 1056420	84,885
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA 1056420	246,833
			TOTAL	5,856,564
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	18AANHT3SS	7,247
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	122,681
			TOTAL	129,928
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500386	279,797
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	95,471
			CLUSTER TOTAL	505,196
Community Services Block Grant	93.559	State of New Hampshire Department of Health and Human Services	102-500731	681,308
TANF CLUSTER				
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	16-DHHS-BWW-CSP-05	318,992
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	1802NHTANF	24,800
			CLUSTER TOTAL	343,792
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	8,485
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	111,196
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	544-500386	84,819
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	13,695
			TOTAL	209,710
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence	SPIRDV	53,401
Preventative HHS Block Grant & Injury Prevention and Control Research	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence	SVP	2,602
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing	05-95-42-423010-7926	59,029
Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	State of New Hampshire Department of Health and Human Services		20,000
Total U.S. Department of Health and Human Services				\$ 10,378,306

TRICOUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Energy</u> Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	EE0007935	\$ <u>465,349</u>
Total U.S. Department of Energy				\$ <u>465,349</u>
<u>U.S. Corporation for National and Community Service</u> Retired and Senior Volunteer Program	94.002		19SRAN001	\$ <u>76,072</u>
Total U.S. Corporation for National and Community Service				\$ <u>76,072</u>
<u>U.S. Department of Agriculture</u> Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	\$ <u>159,225</u>
Total U.S. Department of Agriculture				\$ <u>159,225</u>
<u>U.S. Department of Homeland Security</u> Emergency Food & Shelter Program (FEMA)	97.024			\$ <u>29,388</u>
Emergency Management Performance Grants (FEMA)	97.042	State of New Hampshire Department of Safety	EMB-2017-EP-00005-S01	<u>43,092</u>
Total U.S. Department of Homeland Security				\$ <u>72,470</u>
<u>U.S. Department of Justice</u> Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	\$ <u>224,910</u>
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2018-KF-AX-0043	<u>16,306</u>
OVW Technical Assistance Initiative	16.526	Grafton County Court	OVW-2016-13829	<u>61,303</u>
Total U.S. Department of Justice				\$ <u>302,519</u>
<u>U.S. Department of Transportation</u> Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X046	\$ <u>515,335</u>
TRANSIT SERVICES PROGRAMS CLUSTER Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-X006	<u>18,034</u>
			CLUSTER TOTAL	<u>18,034</u>
Total U.S. Department of Transportation				\$ <u>533,369</u>
<u>U.S. Department of Housing and Urban Development</u> Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	\$ <u>100,862</u>
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-E-HS-01-Coord -4	<u>182,876</u>
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0020L1T1108	<u>72,548</u>
			TOTAL	<u>255,424</u>
Total U.S. Department of Housing and Urban Development				\$ <u>356,086</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2020

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Labor</u>				
WIA/WIOA CLUSTER -				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2016-0004	\$ 38,748
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.	2016-0004	22,212
Total U.S. Department of Labor			CLUSTER TOTAL	\$ 60,960
<u>U.S. Department of the Treasury</u>				
Coronavirus Relief Fund	21.019	State of NH Department of HHS, Division of LT Supports and Services		\$ 89,460
Coronavirus Relief Fund	21.019	Governor's Office of Emergency Relief and Recovery COVID - 19 Long Term Care Stabilization Program		35,460
Total U.S. Department of the Treasury				\$ 124,920
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 12,529,276
NON-FEDERAL				
New Hampshire Public Utilities Company - Home Energy Assistance				\$ 1,639,855

NOTE A - BASIS OF PRESENTATION

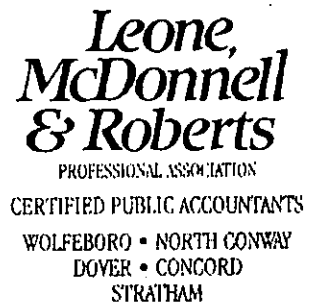
The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements 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 Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 28, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

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

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

Compliance and Other Matters

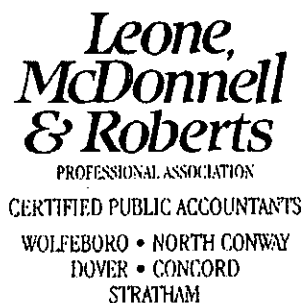
As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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 organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDermott & Roberts
Professional Association*

October 28, 2020
North Conway, New Hampshire



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2020. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'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 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and 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 Tri-County Community Action Program Inc.'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 Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. 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 Tri-County Community Action Program Inc.'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 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 Tri-County Community Action Program, Inc.'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 Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone McDonnell & Roberts
Professional Association*

October 28, 2020
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, LIHEAP – CFDA #93.568
 - U.S. Dept. of Health & Human Services, CSBG – CFDA #93.569
 - New Hampshire Public Utilities Company, Home Energy Assistance (non-Federal)
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None



TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

Helping People. Changing Lives.

Board of Directors

FY2021

Coos County

Board Chair

Sandy Alonzo

Business

Inducted 2014 Renewed 2020

Carroll County

Karolina Brzozowska

Low Income

Inducted 2015 Renewed 2018

Grafton County

Linda Massimilla

Elected Official

Inducted 2015 Renewed 2018

Secretary

Tricia Garrison

Low Income

Inducted 2015 Renewed 2018

Richard Mcleod

Low Income

Inducted 2015 Renewed 2020

Treasurer

George Sykes

Elected Official

Inducted 2020

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH 2018 - current FT employment

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)**Bethlehem, NH current PT employment**

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.**Direct Services/Volunteer Coordinator: Support Center at Burch House****Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program**Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter**Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

Education**BS in Human Services, Springfield College School of Human Services, Boston, MA**

Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)

Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-2017*
- ◆ Bethlehem Planning Board 2010 - 2015
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

CFO (2017 – Present)

Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of \$18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAPs divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)

RANDALL PILOTTE RESUME:

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH

03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

E D U C A T I O N

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

Kristy Letendre

"If human beings are perceived as potentials rather than problems, as possessing strengths instead of weaknesses, as unlimited rather than dull and unresponsive, then they thrive and grow to their capabilities."

~Barbara Bush

Experience

July 2020–Present
Chief Programs Officer • TCCAP, Inc

Responsible to provide leadership, supervision, oversight, and management of the agency's programs and services directly or through a program director or manager as well as works with the Chief Executive Officer to develop future business for the agency. Responsible to ensure that all programs and services comply with national program standards and state / federal governing laws and requirements.

May 2019–Present
Division Director • TCCAP, Inc- Prevention

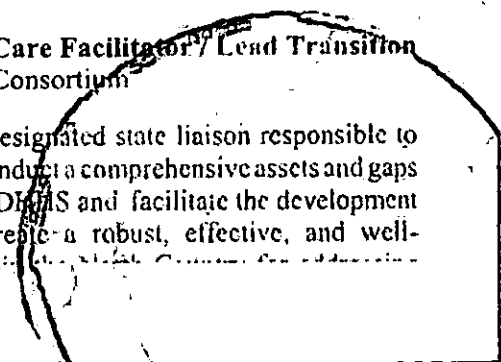
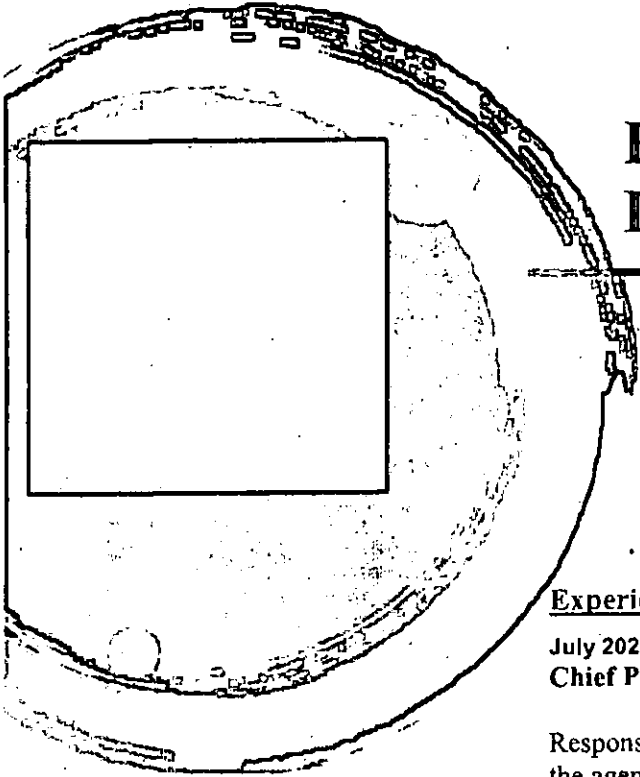
Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Prevention Services which include Guardianship Services; Homeless Programs, including Tyler Blain Homeless Shelter, and Advocacy and Support Services for Victims of Domestic Violence and Sexual Assault, including Emergency Shelter Services at the Support Center at Burch House

Sept 2018–Present
Division Operations Coordinator • TCCAP, Inc- Prevention

Responsible for monitoring compliance of grant deliverables and legal / ethical integrity of programs and services offered throughout the Division. Responsible to compile and analyze division data; reporting trends and outcomes to Sr. management and local stakeholders. Responsible to develop, review, and update program written policy, procedures, and work flows. Responsible for program development and oversight.

May 2017–August 2018
North Country SUD Continuum of Care Facilitator / Lead Transition Coordinator • North Country Health Consortium

COCF: The North Country Region's designated state liaison responsible to work with regional key stakeholders to conduct a comprehensive assets and gaps analysis; reporting back findings to NH DHS and facilitate the development of a comprehensive plan aimed to create a robust, effective, and well-coordinated Continuum of Care (CoC) for the North Country for addressing





April 2014–May 2017
 Division Director • TCCAP, Inc- Clinical Services

Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Clinical Services including the Division of Alcohol and other Drug Services, Friendship House; the region's 32- bed Residential Treatment facility, and the Tamworth Dental Center Practice.

May 2014–April 2014
 Associate Division Director •TCCAP, Inc- Division of Alcohol and Drugs

In conjunction with the Division Director, responsible to provide joint Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under the Division of Alcohol and other Drug Services, including Friendship House, the region's 32- bed Residential Treatment facility, the out-patient SUD treatment practice with 6 satellite sites throughout the 3 counties in the North Country and the Impaired Driver Care Management Program.

Accomplishments

Friendship House New Construction-Bethlehem, NH-\$5.2 MIL - 2015-2018
 17,588-sq ft, 32-Bed Residential Substance Use Disorder Treatment Facility

- Submission of state and federal grant applications resulting in \$2.7 MIL in awards & executed a grass roots advocacy campaign securing the remaining \$2.5 MIL in anonymous donations
- Issued all final project approvals on the design, project development, construction, submission of permit applications and town zoning requirements, and licensure and compliance standards.

Implemented New Reimbursement System, 2015

- Eliminated the Division's dependence on grant funding by successfully procuring contracts and credentialing with NH Medicaid, MCO's, and Commercial insurance companies creating eligibility to submit claims on a fee-for-service basis stabilizing revenue and enhancing rates for service.
- Successfully negotiated a contract amendment with DHHS to expand billable services to include Outpatient and Intensive Outpatient services resulting in an increase to from \$1.8 MIL to \$2.5MIL

Expert Panelist - Guidance Document on Best Practices: Community-Based MAT for Opioid Use Disorders in New Hampshire, First Edition, 2016

Civic Involvement

- | | | |
|----------------|--|-----------|
| 2019 - Present | MWV Supports Recovery Advisory Board | - Member |
| 2017 - Present | North Country Serenity Center BOD | - Officer |
| 2016 - Present | Stand-Up Androscoggin Valley Coalition | - Member |
| 2016 - 2018 | Project Aware, BHS, Advisory Board | - Member |
| 2017 - Present | Littleton ATOD Coalition | - Member |
| 2018 - Present | Lancaster Area Coalition | - Member |
| 2016 - 2017 | NCHC Board of Directors | - Member |



Skills

Creative flair	Good sense of humor	Excellent written and oral communication skills
Engaging Community Presenter	Cultural intelligence	Well- informed in policy and procedure development
Proficient in Office Suite	Versatile and adaptable	Proficient in budget development and management
Solution focused problem resolution	Computer and technology adept	Lateral thinking and logical reasoning
Unique leadership through empowerment	Knowledgeable grant writer	Innovative
Detail oriented	Creative strategic planner	Experienced non-profit management
Excellent Community and political relations	Advocacy	Approachable, relatable, and relevant

Education

Plymouth State University, Plymouth NH.

2017-In Progress|Business Administration

Coursework: accounting, economics, finance, management, marketing theories and practices of business ethics and social responsibility, quantitative skills to analyze.

White Mountains Community College, Berlin NH.

2015-2017|Business Administration

Coursework: management, accounting, finance, strategy, economics, statistics, marketing, operations/project management, entrepreneurship, and computer applications. Completed requirements of the first two years of a four-year business administration degree, AS-equivalent, 4.0 GPA

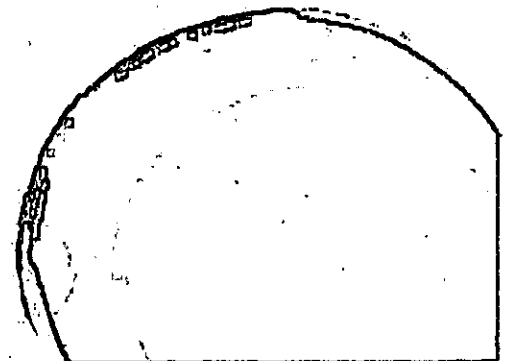
White Mountains Community College, Berlin NH.

2011|Leadership North Country

Coursework: The program selects a diverse group aspiring leaders in northern New Hampshire through a competitive nomination and application process. Candidates participate in a 9-month program focused on education, arts and culture, leadership and civil engagement, travel and tourism, and government and politics.

References

Available upon request



SARAH WIGHT

EXPERIENCE

April 2021 – Present

Department Head Housing Stability, TRI-COUNTY COMMUNITY ACTION

2019 – April 2021

PROGRAM DIRECTOR (DIVISION DIRECTOR) ENERGY ASSISTANCE SERVICES, TRI-COUNTY COMMUNITY ACTION

- Ensure the Energy Assistance Program's contracts and Federal guidelines are followed by all employee's within the program
- Create and Track Budgets for the program, staying within the programs contracted amount
- Attend monthly/quarterly meetings with the Office of Strategic Initiatives and Neighbor Helping Neighbor
- Update Department Head of any changes or issues that arise

FEBRUARY 2014 – 2019

ENERGY ASSISTANCE PROGRAM MANAGER, TRI-COUNTY COMMUNITY ACTION

- Supervise the processing of the Fuel and Electric Applications
- Oversee staff members of the Energy Assistance Services Program
- Interview and hire staff.
- Work with Office Coordinators with disciplinary actions and/or plans
- Have a professional relationship with outside agencies, town offices and state programs
- Submit weekly and monthly reimbursement request

AUGUST 2010 – FEBRUARY 2019

CERTIFIER, TRI-COUNTY COMMUNITY ACTION

- Verify that submitted Fuel and Electric Applications are processed correctly and all required information is included
- Ensure the State Manual is known and followed when processing applications
- Have a professional relationship with vendors and landlords with mutual clients
- Make referrals to other programs or agencies that can assist clients further

AUGUST 2009 – August 2010

FRONT DESK/DATA ENTRY, ANDROSCOGGIN VALLEY HOSPITAL

- Answer telephone and in person questions
- Enter daily charges and payments
- Update spreadsheets with Medicare and Medicaid payments
- Process refunds

SARAH WIGHT

March 2006 – February 2008

ACCOUNT SPECIALIST, ANDROSCOGGIN VALLEY HOSPITAL

- Daily contact with insurance agencies
- Verify denial reasons and process appeals for denied claims
- Compare payments made by the insurance company to the claim submitted

EDUCATION

NH Community Technical College Berlin, NH
Associates Degree Accounting

May 2005

SKILLS

- Working in a high pace environment
- Working with employees of varying experience
- Microsoft Programs
- State of New Hampshire – Fuel and Electric Web based Program
- Creative thinking and problem solving

SHERETTA DAVIS

EXPERIENCE

March 2019 - Present

Program Director Homeless Intervention & Prevention -Tri-County CAP

- Processing of applications for all Housing Stability programs for approval and preparing check requests.
- Assisted Domestic Violence victims who resided at Support Center at Burch House with obtaining stable housing, enrolled them in HUD-RRH program, provided ongoing case management, and making sure all files were in compliance with the Coalition reporting standards.
- Processing and approval of all NH Housing Relief Program applications to ensure stabilized housing during the COVID-19 pandemic.
- Building relationships with multiple landlords within Grafton, Coos, and Carroll Counties.
- Supervising the case managers and outreach workers to ensure they are meeting the program deliverable for homeless intervention & prevention, and complete billing invoices within the division for entry into HMIS & Empower.

July 2015 - Present

Accounting, Davis & Brothers Associates

- Preparation of Individual/Business tax returns. Responsible for new customer development and customer service.
- Printing and distribution of tax refund checks, assisting clients with documents requested by IRS and follow up calls to clients.
- Training new tax preparers on policies and procedures.

EDUCATION

May 2008

M.B.A in Accounting, Everest University

Studying of accounting and procedures

SKILLS

- Bookkeeping
- Customer Service (On Site & Virtual)
- Payroll
- Office Management & Administration
- Human Resource, Interviewing & Hiring, Employee Training
- Office Management & Administration
- Accounts Payable & Accounts Receivable
- Assistant Manager
- Tax Preparer, Valid PTIN
- Legal Document Coder

COMMUNICATION

Excellent communication, organizational, and project management skills. PC proficient with MS Office, QuickBooks, Peachtree, Inforum Gold, and Microstep.

Tri-County Community Action Program, Inc.Key Personnel

ESG

FY2021

Name	Job Title	Salary	% Salary Paid from this Contract	Amount Paid from this Contract
Jeanne Robillard	Chief Executive Officer	\$120,000	0%	0
Randall Pilotte	Chief Financial Officer	\$80,080	0%	0
Kristy Letendre	Chief Program Officer	\$70,000	0%	0
Sarah Wight	Economic Supports Department Head	\$55,000	7%	\$3,850
Sheretta Davis	Housing Stability Program Director	\$45,000	18%	\$8,100



41
MAC

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

Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 13, 2018

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, Bureau of Homeless and Housing Services, to exercise renewal options to existing agreements and enter into one (1) sole source contract with the vendors identified below, for the provision of Emergency Solutions Grant Services by increasing the price limitation to by \$2,049,033 from \$1,196,464 to \$3,245,497 and by extending the completion date of some contracts from June 30, 2018 to June 30, 2021 effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreements on June 29, 2016 (item #16). 100% Federal Funding

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
Community Action Program Belknap and Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302	\$149,558	\$254,337	\$403,895	O: 06/29/16 #16
Community Action Program of Strafford	177200-B004	642 Central Avenue, Dover, NH 03820	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southern New Hampshire Services	177198-B006	40 Pine Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Southwestern Community Services	177511-P001	63 Community Way, Keene NH 03431	\$448,674	\$448,674	\$897,348	O: 06/29/16 #16
The Front Door Agency	156244-B001	7 Concord Street Nashua, NH 03064	\$149,558	\$448,674	\$598,232	O: 06/29/16 #16
The Way Home Inc.	166673-B009	214 Spruce Street Manchester, NH 03103	\$149,558	\$224,337	\$373,895	O: 06/29/16 #16
Tri County Community Action Program, Inc.	177195-B009	30 Exchange Street Berlin, NH 03570	\$0	\$224,337	\$224,337	New Sole Source
Totals:			\$1,196,464	\$2,049,033	\$3,245,497	

Funds to support this request are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020 and 2021, upon appropriation of continued funding with the ability to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-423010-7927-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Fiscal Year	Class	Title	Current Budget	Increased (Decreased) Amount	Amount
2017	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2018	102-500731	Contracts for Program Services	\$598,232	\$0.00	\$598,232
2019	102-500731	Contracts for Program Services	\$0.00	\$703,011	\$703,011
2020	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
2021	102-500731	Contracts for Program Services	\$0.00	\$673,011	\$673,011
		Total:	\$1,196,464	\$2,049,033	\$3,245,497

EXPLANATION

The request to enter into contract with Tri County is **sole source** because an increase in administrative staffing and internal organizational structure has allowed for Tri-County to more efficiently meet the needs of individuals and or families who are homeless and or at risk of becoming homeless. Previously Southwestern Community Services had funding to serve the North Country population and had formal agreements with Tri-County CAP to administer funds for the Northern region of the state. Funds have been moved from Southwestern Community Services and moved into the Tri County CAP sole source contract to allow Bureau of Housing Supports to contract directly with Tri-County CAP to serve the Northern population. No other agency at this time is able to serve the homeless population in the northern region with the knowledge and resources that Tri-County CAP possesses.

Exhibit C-1 of the Tri County contract includes language that reserves the Department's right to extend contract services for up to three (3) years contingent upon the vendor providing satisfactory services, availability of continued funding and approval from the Governor and Executive Council.

The purpose of this request is for the continuation of Emergency Solutions Grant Program services to individuals who are homeless or at risk of becoming homeless. Services include *interventions that have a direct and positive impact on individuals and families*. The services provided through these contract agreements prevent individuals, and families from becoming homeless and assist individuals who are currently homeless to regain housing.

These vendors assist individuals who are homeless or at risk of becoming homeless achieve housing stability through Housing Stability Case Management services which address the following program components:

- Homelessness Prevention.
- Rapid Re-Housing.
- Housing Relocation.
- Stabilization Services.

Homelessness Prevention, Rapid Re-Housing, Housing Relocation and Stabilization services may include the provision of rental assistance, payment of rental application fees, last month's rent, utility deposits and payments, as well as moving costs. Housing stability case management services include assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household currently residing in permanent housing, or to assist a participant/household in overcoming immediate barriers to obtaining housing.

Vendors will refer eligible individuals to services, which may include but are not limited to:

- Budgeting classes.
- Job search assistance.
- Interview skills training.
- Resume writing classes.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2020-2021 biennia.

All contracts being renewed include renewal language in Exhibit C-1; Revisions to General Provisions, paragraph 4 for up to three (3) years contingent upon satisfactory services, continued funding and approval from the Governor and Executive Council.

The Department supports the request to renew services as the vendors have provided services that have met federal and state statutory regulations to provide services to homeless and at risk individuals in accordance to Emergency Solutions Grant provisions.

Should the Governor and Executive Council not authorize this request, individuals and or households may not receive interventions that have a direct and positive impact on housing stability which may increase the risk of homelessness or unsafe living arrangements. Without such services individuals may not receive rental assistance, utility payments and case management assistance in order to overcome immediate barriers to obtaining housing. Additionally without the Housing Relocation and Stabilization services individuals may not have the opportunity to remain stably housed though effective case management. Individuals may not have referrals to life skill training such as budgeting and resume writing classes, job search assistance and interview skills training.

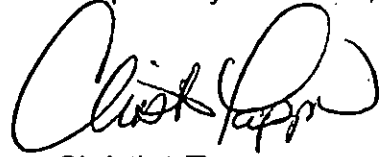
Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA # 14.231, FAIN E17DC330001

In the event that federal funds become no longer available, general funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



for Jeffrey A. Meyers
Commissioner

Subject: Emergency Solutions Grant Program (17-DHHS-DCBCS-BHHS-01)

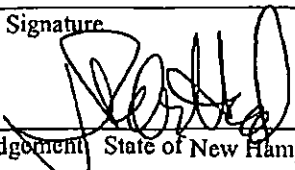
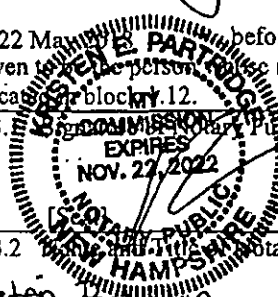
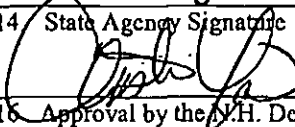
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$224,337
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeanne L. Robillard Chief Executive Officer	
1.13 Acknowledgment State of New Hampshire County of Coos On 22 March 2021 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person indicated in block 1.12, whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Notary Public or Justice of the Peace 			
1.13.2 Notary or Justice of the Peace Kristen Partridge Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kristie Tappin, Associate Commissioner Date: 3-30-18	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____ Megan A. Lee, Attorney 4/5/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to business days.
- 1.2. The Contractor shall provide services to individuals and families in the Counties of Rockingham and Strafford who are homeless or at risk of becoming homeless in accordance with 24CFR Parts 91 and 576.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.
- 1.4. For the purposes of this contract, the Contractor shall be identified as a Sub-Recipient in accordance with 2 CFR 200.330.

2. Scope of Work

- 2.1. The Contractor shall determine Emergency Solutions Grant (ESG) eligibility for individuals identified in Section 1.2, which includes but is not limited to:
 - 2.1.1. Determining individual and family income eligibility in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, in accordance with 24 CFR 576. Income eligibility must be assessed every six (6) months for Rapid Re-housing and every three (3) months for prevention. The Contractor shall ensure annual income:
 - 2.1.1.1. Includes all earned and unearned income from all sources that go to any family member.
 - 2.1.1.2. Is calculated by annualizing current income to determine projected annual income.
 - 2.1.1.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within 30 days of the change occurring.
 - 2.1.2. Documenting eligibility for households applying for Rapid Re-Housing and Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting and documenting information regarding:
 - 2.1.2.1. Immediate risks/crisis to individuals and families applying for assistance to determine if steps are needed to avert physical or psychological danger or threat of immediate housing loss.
 - 2.1.2.2. Basic demographic and contact information, which includes but is not limited to name, age, dependents, other family, current location, contact phone numbers and address.
 - 2.1.2.3. Problems as defined by participants that affect housing, such as late rent, landlord problems, credit history, criminal history, employment and income.

JAC
5/20/18



Exhibit A

- 2.1.2.4. Solutions as defined by what the participant wants or requests from what is available to him/her.
 - 2.1.2.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homeless. Documentation must be in accordance with HUD's preferred method of verification as noted in 24 CFR 576.
 - 2.1.2.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health and mental health issues, substance abuse, and other specific housing retention barriers.
 - 2.1.2.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 2.2. The Contractor shall conduct Housing Relocation and Stabilization (HRS) activities, which includes but is not limited to inspecting each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:
- 2.2.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:
 - 2.2.1.1. All applicable state and local housing codes.
 - 2.2.1.2. Licensing requirements.
 - 2.2.1.3. All requirements regarding the condition of the structure.
 - 2.2.1.4. All requirements regarding the operation of the housing or services.
 - 2.2.2. Occupied housing shall meet 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.
- 2.3. The Contractor shall provide financial assistance to eligible individuals identified in Section 2.1, for services that include, but are not limited to:
- 2.3.1. Rental application fees.
 - 2.3.2. Security deposits.
 - 2.3.3. Utility deposits and payments.
 - 2.3.4. Last month's rent.
 - 2.3.5. Moving costs.
- 2.4. The Contractor shall provide eligible individuals and families with Tenant-Based Rental Assistance (TBRA), which includes but is not limited to:
- 2.4.1. A maximum amount of \$9,000 in rental assistance to be applied toward monthly rent and/or rental arrearages.

sl
5/20/18



Exhibit A

2.4.2. Rental assistance over no more than a nine (9) month period. The Contractor shall:

- 2.4.2.1. Enter into a rental assistance agreement with the owner/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/owner.
- 2.4.2.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.
- 2.4.2.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.
- 2.4.2.4. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.
- 2.4.2.5. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

2.5. The Contractor shall provide eligible individuals and families with housing stability case management. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which includes but is not limited to:

- 2.5.1. Developing Housing Budget Plans for all eligible individuals using the information identified in Section 2.1.3 to ensure participants have the ability to sustain the cost of the housing on a long-term basis once the assistance or subsidy ends.
- 2.5.2. Assess, arrange, coordinate and monitor the delivery of individualized services to facilitate housing stability for program participants who reside in permanent housing, or assist a program participant in overcoming immediate barriers to obtaining housing.

2.6. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

2.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Projects under this contract must be familiar with and follow NH HMIS policy (<http://www.nh-hmis.org>).

3. Reporting Requirements

3.1. The contractor shall provide quarterly reports using HMIS data which include number of entries into RRH, Prevention and related costs for all services by the 10th day following the end of the quarter. Financial reports or invoices shall be submitted by the fifteenth day (15) day following closing of the previous month.

4. Deliverables of Services

- 4.1. The Contractor shall provide housing stabilization case management to a minimum of fifteen (15) households.
- 4.2. The Contractor shall successfully and rapidly re-house ten (10) households in safe and sustained housing.

SP
SP

New Hampshire Department of Health and Human Services
Emergency Solutions Grant Program



Exhibit A

- 4.3. The Contractor shall provide prevention services to five (5) households to prevent homelessness.
- 4.4. The Contractor shall ensure all client level data in Section 2.7 is entered into NH HMIS within five (5) days of the client's entry into the program.

SF
5/22/17



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. PREAMBLE - EMERGENCY SOLUTIONS GRANT

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This contract is funded by the New Hampshire General Funds and/or by Federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
- 1.2.1. NH General Fund: Not applicable
 - 1.2.2. Federal Funds: 100%
 - 1.2.3. CFDA #: 14.231
 - 1.2.4. Federal Agency: U.S. Department of Housing & Urban Development
 - 1.2.5. Program Title: Emergency Solutions Grant
 - 1.2.6. Amount: \$74,779 SFY 2019
\$74,779 SFY 2020
\$74,779 SFY 2021
\$224,337 Total

2. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for Rapid Re-Housing, Homelessness Prevention and Housing Stabilization utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation.

3. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 3.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 3.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

4. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY THE STATE

- 4.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with 24 CFR 576 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines

JK

5/22/16



Exhibit B

established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

4.2. Payment of Project Costs: Reimbursement requests for all Project Costs including all costs to the Contractor shall be submitted on a monthly basis by the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State which shall be completed and signed by the contractor. The Contractor shall provide detailed financial expenses information with all payment requests on a monthly basis.

4.2.1. The Contractor shall submit reimbursement documentation of expenditures of Federal funds at the time of seeking reimbursement for costs. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

4.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

5. USE OF GRANT FUNDS

5.1. The State agrees to provide payment for actual costs up to the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation, as defined by HUD under the provisions and applicable regulations at 24 CFR 576 and 24 CFR part 91.

5.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

5.3. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR part 200.

6. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

6.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

6.2. The Contractor shall maintain a financial management system that complies with "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to section 3.2 of this agreement.

JK

5/20/14

Exhibit B-1 Budget

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

Bidder/Program Name: Tri-County CAP

Budget Request for: Emergency Solutions Grant

Budget Period: 7/1/2018 through 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 15,473.00	\$ 413.00	\$ 15,886.00	\$ 2,784.00	\$ 413.00	\$ 3,197.00	\$ 12,709.00	\$ -	\$ 12,709.00
2. Employee Benefits	\$ 4,566.00	\$ 123.00	\$ 4,689.00	\$ 818.00	\$ 123.00	\$ 941.00	\$ 3,750.00	\$ -	\$ 3,750.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 11,835.00	\$ 318.00	\$ 12,153.00	\$ 2,114.00	\$ 318.00	\$ 2,432.00	\$ 9,721.00	\$ -	\$ 9,721.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Client Service - RRH	\$ 35,517.00	\$ 948.00	\$ 36,465.00	\$ 6,345.00	\$ 948.00	\$ 7,293.00	\$ 29,172.00	\$ -	\$ 29,172.00
Direct Client Service - Prevention	\$ 23,893.00	\$ 632.00	\$ 24,525.00	\$ 4,238.00	\$ 632.00	\$ 4,870.00	\$ 19,655.00	\$ -	\$ 19,655.00
TOTAL	\$ 59,374.00	\$ 2,432.00	\$ 61,806.00	\$ 13,275.00	\$ 2,432.00	\$ 15,707.00	\$ 46,100.00	\$ -	\$ 46,100.00
Indirect As A Percent of Direct			2.7%						

Contractor Initials *SL*
Date *9/2/18*

Exhibit B-2 Budget

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

Bidder/Program Name: Tri-County CAP

Budget Request for: Emergency Solutions Grant

Budget Period: 7/1/2019 through 6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 15,473.00	\$ 413.00	\$ 15,886.00	\$ 2,764.00	\$ 413.00	\$ 3,177.00	\$ 12,709.00	\$ -	\$ 12,709.00
2. Employee Benefits	\$ 4,668.00	\$ 123.00	\$ 4,689.00	\$ 816.00	\$ 123.00	\$ 939.00	\$ 3,750.00	\$ -	\$ 3,750.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 11,835.00	\$ 316.00	\$ 12,151.00	\$ 2,114.00	\$ 316.00	\$ 2,430.00	\$ 9,721.00	\$ -	\$ 9,721.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Client Service	\$ 35,917.00	\$ 948.00	\$ 36,465.00	\$ 6,345.00	\$ 948.00	\$ 7,293.00	\$ 29,172.00	\$ -	\$ 29,172.00
	\$ 23,683.00	\$ 632.00	\$ 24,315.00	\$ 4,236.00	\$ 632.00	\$ 4,868.00	\$ 19,447.00	\$ -	\$ 19,447.00
GRAND TOTAL:	\$ 91,074.00	\$ 2,432.00	\$ 93,506.00	\$ 16,275.00	\$ 2,432.00	\$ 18,707.00	\$ 74,799.00	\$ -	\$ 74,799.00

Indirect As A Percent of Direct 2.7%

Contractor Initials: *SK*
Date: *5/20/16*

Exhibit B-3 Budget

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

Bidder/Program Name: Tri-County CAP

Budget Request for: Emergency Solutions Grant

Budget Period: 7/1/2020 through 6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 15,473.00	\$ 413.00	\$ 15,886.00	\$ 2,784.00	\$ 413.00	\$ 3,177.00	\$ 12,709.00	\$ -	\$ 12,709.00
2. Employee Benefits	\$ 4,586.00	\$ 123.00	\$ 4,689.00	\$ 816.00	\$ 123.00	\$ 939.00	\$ 3,750.00	\$ -	\$ 3,750.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 11,835.00	\$ 316.00	\$ 12,151.00	\$ 2,114.00	\$ 316.00	\$ 2,430.00	\$ 9,721.00	\$ -	\$ 9,721.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Client Service	\$ 35,517.00	\$ 948.00	\$ 36,465.00	\$ 6,345.00	\$ 948.00	\$ 7,293.00	\$ 29,172.00	\$ -	\$ 29,172.00
	\$ 23,883.00	\$ 632.00	\$ 24,315.00	\$ 4,238.00	\$ 632.00	\$ 4,868.00	\$ 19,447.00	\$ -	\$ 19,447.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 91,074.00	\$ 2,432.00	\$ 93,506.00	\$ 16,275.00	\$ 2,432.00	\$ 18,707.00	\$ 74,799.00	\$ -	\$ 74,799.00
Indirect As A Percent of Direct			2.7%						

Contractor Initials: *SP*

Date: *5/21/18*



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and; in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** 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.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
- 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** 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.
13. **Credits:** 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:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 GRANTEE'S 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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- 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:

Contractor Name: Tri-County Community Action Program, Inc.

Date

5/22/18

Name: Jeanne L. Robillard
Title: Chief Executive Officer

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CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Tri-County Community Action Program, Inc.

Date

5/20/18

Name: Jeanne L. Robillard
Title: Chief Executive Officer



**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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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 (11)(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: Tri-County Community Action Program, Inc.

Date

5/22/18

Name: Jeanne L. Robillard
Title: Chief Executive Officer



**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

JL

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

5/22/18

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: Tri-County Community Action Program, Inc.

5/22/14
Date

Jeanne L. Robillard
Name: Jeanne L. Robillard
Title: Chief Executive Officer

Exhibit G

Contractor Initials JK

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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: Tri-County Community Action Program, Inc.

Date

5/22/18

Name: Jeannette L. Robillard
Title: Chief Executive Officer

JK
5/22/18



Exhibit I

HEALTH INSURANCE PORTABILITY 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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5/20/18



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

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3/20/14



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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3/22/18



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



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.



Exhibit I

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

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

Department of Health and Human Services
 The State
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

Tri-County Community Action Program, Inc.
 Name of the Contractor
 Signature of Authorized Representative
 Name of Authorized Representative
 Chief Executive Officer
 Title of Authorized Representative
 Date



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

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

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

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

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

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

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

Contractor Name: Tri-County Community Action Program, Inc.

5/22/18
Date


Name: Jeanne L. Robillard
Title: Chief Executive Officer

JLR
5/22/18



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: 073975708
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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








Exhibit K

DHHS Information Security Requirements

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

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5/22/18



Exhibit K

DHHS Information Security Requirements

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



Exhibit K

DHHS Information Security Requirements

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

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Exhibit K

DHHS Information Security Requirements

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such 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:

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[Handwritten Signature]



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DHHS Information Security Requirements

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.).
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



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DHHS Information Security Requirements

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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:

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[Handwritten Date: 5/20/18]



Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.



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DHHS Information Security Requirements

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:

(Insert Office or Program Name)

(Insert Title)

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

[Handwritten Signature]
[Handwritten Date]