

### STATE OF NEW HAMPSHIRE

### DEPARTMENT OF HEALTH AND HUMAN SERVICES

### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Karen E. Hebert Director 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

June 3, 2022

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

### **REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing contracts with the contractors listed below, to continue providing Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, by increasing the total price limitation by \$2,201,519 from \$5,655,683, to \$7,857,202, and extend the completion dates by one (1) year as specified in the table below, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts and subsequent amendments were approved by the Governor and Executive Council as indicated in the table below.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&C History
Community Action Partnership of	······································						O: 6/19/19 (Item #46)
Strafford County,	Statewide	\$115,572	\$38,524	\$154,096	June 30, 2022	June 30, 2023	A1: 5/6/20 (Item #37)
Dover, NH							A2: 6/30/21 (ltem #47)
#177200-B004							(10.11
Community Action	·······				····		O: 6/19/19 (Item #46)
Program Belknap-	Statewide	\$260,166	\$86,722	\$346,888	June 30,	June 30,	A1: 5/6/20 (Item #37)
Merrimack Counties, Inc., Concord, NH	ties, Inc.,		•••••		2022	2023	A2: 6/30/21 (Item #47)
#177203-B003					N		

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

# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&C History
Families in Transition							O: 6/19/19 (Item #46)
Manchester, NH	Concord	\$205,755	\$68,585	\$274,340	June 30, 2022	June 30, 2023	A1: 5/8/20 (Item #37)
#157730-B001							A2: 6/30/21 (Item #47)
The Lakes Region Mental							O: 6/19/19 (Item #46)
Health Center, Inc.,	Laconia	\$309,216	\$112,362	\$421,578	June 30, 2022	June 30, 2023	A1: 5/6/20 (item #37)
Laconia, NH #154480-B001			- - -				A2: 6/30/21 (Item #47)
		·					O: 6/19/19 (Item #46)
Southwestern Community	Cheshire &						A1: 5/6/20 (Item #37) A2: 12/2/20 (Item #11) A3 6/30/21 (Item #47)
Services, Inc., Keene, NH	Sullivan Counties	\$416,394	\$180,339	\$596,733	August 31, 2022	August 31, 2023	
#177511-R001							
Southwestern	-						O: 6/19/19 (Item #46)
Community Services, Inc.,	Statewide	\$259,656	\$86,552	\$346,208	June 30, 2022	June 30, 2023	A1: 5/6/20 (Item #37)
Keene, NH #177511-R001						2023	A2: 6/30/21 (Item #47)
Couthurstors			,				O: 6/19/19 (Item #46)
Southwestern Community Services, Inc.,	Cheshire & Sullivan	\$862,404	\$307,144	\$1,169,548	June 30,	June 30,	A1: 5/6/20 (Item #37)
Keene, NH #177511-R001	Counties	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			2022	2023	A2: 6/30/21 (Item #47)

#### His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&C History
The Mental Health Center		· .			· · · · · · · · · · · · · · · · · · ·		O: 6/19/19 (Item #46)
for Southern New Hampshire	Western Rockingham	\$827,013	\$299,319	\$1,126,332	June 30, 2022	June 30, 2023	A1: 5/6/20 (Item #37)
Derry, NH	County						A2: 6/30/21
#174116-R001							(Item #47)
The Mental		· · · · · ·			•		O: 6/19/19 (Item #46)
Health Center for Southern New	Western Rockingham		<b>6</b> 000 754	AD 500 755	July 31.	July 31,	A1: 5/6/20 (Item #37)
Hampshire Derry, NH	& Coos Counties	\$1,738,004	\$800,751	\$2,538,755 2022		2023	A:2 12/2/20 (Item #10)
#174116-R001					-		A3 6/30/21 (Item #47)
Tri-County Community							O: 6/19/19 (Item #46)
Action Program Inc.,	Statewide	\$392,466	\$130,822	\$523,288	June 30, 2022	June 30, 2023	A1: 5/6/20 (item #37)
Berlin, NH #177195-B009							A2: 6/30/21 (Item #47)
Tri-County Community	Graffon					June 30, 2023	O: 6/19/19 (Item #46)
Action Program Inc.,	Grafton, Coos & Carroll	\$269,037	\$90,399	\$359,436	June 30, 2022		A1: 5/6/20 (Item #37)
Berlin, NH	Counties						A2: 6/30/21
#177195-B009				· ·	,		(Item #47)
• •	Total:	\$5,655,683	\$2,201,519	\$7,857,202			<u>, , , , , , , , , , , , , , , , , , , </u>

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

### See attached fiscal details.

### EXPLANATION

The Department is extending the completion dates of the contracts by one (1) year. The U.S. Department of Housing and Urban Development (HUD) directs the Department to provide the funding to contractors that previously applied to HUD for Continuum of Care program funding. HUD reviewed the applications and subsequently awarded funding based on its criteria and the

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

Department is directing said funds to the Contractors through this request. It is for this reason that the Department is seeking to extend these agreements even though there are no renewal options currently available. The start date of the resulting grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent extensions, occurring in various months throughout the year.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental assistance, leasing assistance, or operations funding as well as access to supportive services to individuals, youth and families who are experiencing homelessness. Approximately 1,500 households will be served during State Fiscal Years 2023 and 2024.

The contractors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness. The contractors will continue facilitating the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently.

Using the federally required Housing First model, the Contractors provide Housing Stability Case Management and facilitates each participant's relocation to sustained permanent housing. Additionally, the Contractor works to maximize each participant's ability to live more independently by providing connections to community and mainstream services. The Department will monitor services by:

- Conducting annual reviews relating to compliance with administrative rules and contractual agreements.
- Reviewing semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Reviewing data entered into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families experiencing homelessness in unsafe situations without needed support. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN# NH0020L1T002114, NH0057L1T002112, NH0096L1T002106, NH0007L1T002114, NH0013L1T002114, NH0013L1T002114, NH0014L1T002114, NH0019L1T002114

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

Respectfully submitted,

Commissioner

### 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

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Community A	ommunity Action Partnership of Strafford County			177200-B004		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	\$38,524.00	\$0.00	\$38,524.00
2021	102-500731	Contracts for Program Services	42307421	\$38,524.00	\$0.00	\$38,524.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	\$38,524.00	\$0.00	\$38,524.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	\$0.00	\$38,524.00	\$38,524.00
		Sub Total		\$115,572.00	\$38,524.00	\$154,096.00

Community A	mmunity Action Program Belknap and Merrimack Counties Inc.					
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	\$86,722.00	\$0.00	\$86,722.00
2021	102-500731	Contracts for Program Services	42307421	\$86,722.00	\$0.00	\$86,722.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	\$86,722.00	\$0.00	\$86,722.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	\$0.00	\$86,722.00	\$86,722.00
		Sub Total		\$260,166.00	\$86,722.00	\$346,888.00

Families in Tr	ansition					
Statè Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42301508	\$68,585.00	\$0.00	\$68,585.00
2021	102-500731	Contracts for Program Services	42301510	\$68,585.00	\$0.00	\$68,585.00
2022	074-500589	Grants for Pub Asst and Relief	42301512	\$68,585.00	\$0.00	\$68,585.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	\$0.00	\$68,585.00	\$68,585.00
		Sub Total		\$205,755.00	\$68,585.00	\$274,340.00

The Lakes Re	ne Lakes Region Mental Health Center, Inc.			154480-B001		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307512	\$99,835.00	\$0.00	\$99,835.00
2021	102-500731	Contracts for Program Services	42307514	\$102.211.00	\$0.00	\$102,211.00
2022	102-500731	Contracts for Program Services	42307517	\$107,170.00	\$0.00	\$107,170.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	\$0.00	\$112,362.00	\$112,362.00
		Sub Total		\$309,216.00	\$112,362.00	\$421,578.00

177511-R001

Community Servic	es

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42308208	\$453,606.00	\$0.00	\$453,606.00
2021	102-500731	Contracts for Program Services	42308210	\$523,538.00	\$0.00	\$523,538.00
2022	102-500731	Contracts for Program Services	42308212	\$292,036.00	\$0.00	\$292,036.00
2022	074-500585	Contracts for Program Services	42307812	\$154,330.00	\$0.00	\$154,330.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	\$86,552.00	\$0.00	\$86,552.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	\$0.00	\$393,696.00	\$393,696.00
2023	074-500585	Grants for Pub Asst and Relief	TBD	\$28,392.00	\$150,283.00	\$178,675.00
2024	074-500585	Grants for Pub Asst and Relief	TBD	\$0.00	\$30,056.00	\$30,056.00
		Sub Total		\$1,538,454.00	\$574,035.00	\$2,112,489.00

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

The Mental H	ealth Center for Sou	uthern New Hampshire				
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307612	\$540,665.00	\$0.00	\$540,665.00
2021	102-500731	Contracts for Program Services	42302403	\$925,837.00	\$0.00	\$925,837.00
2022	102-500731	Contracts for Program Services	42302406	\$286,119.00	\$0.00	\$286,119.00
2022	074-500585	Grants for Pub Asst and Relief	42302121	\$749,227.00	\$0.00	\$749,227.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	\$0.00	\$299,319.00	\$299,319.00
2023	074-500585	Grants for Pub Asst and Relief	TBD	\$63,169.00	\$734,022.00	\$797,191.00
2024	074-500585	Grants for Pub Asst and Relief	TBD	\$0.00	\$66,729.00	\$66,729.00
		Sub Total		\$2,565,017.00	\$1,100,070.00	\$3,665,087.00

### Tri County Community Action Program, Inc.

Tri County Co	mmunity Action Pro	gram, Inc.				
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	\$219,781.00	\$0.00	\$219,781.00
2021	102-500731	Contracts for Program Services	42307421	\$220.501.00	\$0.00	\$220,501.00
2022	102-500731	Contracts for Program Services	TBD	\$90,399.00	\$0.00	\$90,399.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	\$130,822.00	\$0.00	\$130,822.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	\$0.00	\$221,221.00	\$221,221.00
		Sub Total	l	\$661,503.00	\$221,221.00	\$882,724.00

Overall Total \$5,655,683.00 \$2,201,519.00 \$7,857,202.00

### State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), and as amended on June 30, 2021 (Item #47) 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2023

- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
- \$154,096
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director.
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

- 1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)
- 1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)
- 1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)
- 1.2.4.4. NH0096L1T002106 (State Fiscal Year 2023)
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:
  - 1.2.7.1. Not to exceed \$154,096.
- 6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		<u>SFY 2020</u>	<u>SFY 2021</u>	SFY 2022	SFY 2023
1.2.8.1.	Supportive Services:	\$37,584	\$37,584	\$37,584	\$37,584
1.2.8.2.	Administrative Expenses:	\$940	\$940_	<u>\$940</u>	<u>\$940</u>
1.2.8.3.	Total Program Amount:	\$38,524	\$38,524	\$38,524	\$38,524

SS-2020-BHS-05-COORD-03-A03

Community Action Partnership of Strafford County

Contractor Initials

Date

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

6/3/2022		
	•	

. DocuSigned by: Karen Helert

Name: Karen Hebert Title: Division Director

Community Action Partnership of Strafford County

-Docusioned by: Betsey Andrews Parker

Name: BetSey Andrews Parker Title: CEO

6/3/2022

Date

Date

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

OFFICE OF THE ATTORNEY GENERAL

6/4/2022

Date

1

Polyn	Gunino
Name: Roby	M <sup>60</sup> Guarino

Title: Attorney

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

### OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

SS-2020-BHS-05-COORD-03-A03 Community Action Partnership of Strafford County

# 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: 0005748257



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2022.

William M. Gardner Secretary of State

### **CERTIFICATE OF AUTHORITY**

#### Alison Dorow

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 20, 2021, at which a quorum of the Directors/shareholders were present and voting. (Date)

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

is duly authorized on behalf of Community Action 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:

Signature of Elected Officer Name: Title:

ACORD CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY)				
С	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(les) must have ADDITIONAL INSURED provisions or be endorsed.										
lf	SUBROGATION IS WAIVED, subject to	o the	terms	s and conditions of the po	licy, ce	rtain policies	DITIONAL IN may require	SURED provisions or b an endorsement. A sta	e endors tement (	sed. on	
	nis certificate does not confer rights to DUCER	o the (	certifi	cate holder in lieu of such	CONTA		•				
	l Insurance, Inc.				NAME: PHONE	(866) 8	41-4600	FAX (A/C, No)	(866) !	574-2443	
	artmouth Drive				E-MAIL ADDRE	ZDavie@V	CGIBusinessIn		: (000) (		
						-				NAIC #	
Aub				NH 03032	INSURE		Insurance Cor	mpany		22292	
1450	Community Action Partnership of	of Stra	ifford (	County	INSURE	DED- dela	ohia Indemnity	· · · · · · · · · · · · · · · · · · ·		10724	
	DBA: Strafford CAP				INSURE						
	577 Central St, Ste 10				INSURE						
	Dover			NH 03820	INSURE	RF:					
				NUMBER: 21-22 Master				REVISION NUMBER:			
IN CI	HIS IS TO CERTIFY THAT THE POLICIES OF IDICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERT/ XCLUSIONS AND CONDITIONS OF SUCH PC	REME AIN, T	NT, TE	ERM OR CONDITION OF ANY ( SURANCE AFFORDED BY THE	CONTR/	ACT OR OTHER	DOCUMENT V	WITH RESPECT TO WHICH	THIS		
INSR LTR		ADDL	SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DO/YYYY)	Lim	TS		
		1					1	EACH OCCURRENCE		0,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,	000	
	Abuse & Molestation Liab \$1M							MED EXP (Any one person)	s 10,0		
A				ZHVA192135 07/01/2021 07/01/2022 PERSONAL & ADV INJURY			PERSONAL & ADV INJURY	s 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE		s 3,000,000			
								PRODUCTS - COMP/OP AGG Professional Liability	s 1.000.000		
	OTHER:	<del> </del>	<u> </u>		COMBINED SINGLE LIMIT				s 1.00		
							(Ea accident) BODILY INJURY (Per person)	\$			
A	OWNED SCHEDULED AUTOS		AWVA156930	AWVA156930		07/01/2021	07/01/2022	BODILY INJURY (Per accident)	s		
	MIRED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$	<u> </u>
								Medical Payments	\$ 5,00	0	
							1 07/01/2022	EACH OCCURRENCE	s 4,00	0,000	
A	EXCESS LIAB CLAIMS-MADE			UHVA192136		07/01/2021		AGGREGATE	s 4.00	0,000	
		<u> </u>	ļ						\$		
	AND EMPLOYERS' LIABILITY Y/N	]							1.	0.000	
в	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		03-0000113794-04		07/01/2021	07/01/2022	E.L. EACH ACCIDENT	s 1,00	0,000	
	(Mandatory In NH)							E.L. DISEASE - EA EMPLOYEE	1.00	0,000	
—-	DESCRIPTION OF OPERATIONS below			· · · · · · · · · · · · · · · · · · ·				E.L. DISEASE - POLICY LIMIT Per Occurence		00,000	
с	Directors & Officers EPLI and Crime Included			PSD1638786		07/01/2021	07/01/2022	Aggregate Limit	\$6,0	00,000	
								Employee Dishonesty	1,00	01,000	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	ace is required)		· ·		
Wor	kers Comp 3A State: NH										
Gra	nt SS-2020-BHS-05-COORD-03-A03 AMEN	IDME	NT								
								,			
CEF				· · · · · · · · · · · · · · · · · · ·	CANC	ELLATION					
								· ·			
	State of NH, Dept of Health & H	uman	Servi	ces	THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CA 7, NOTICE WILL BE DELIVE 7 PROVISIONS.		BEFORE	
	129 Pleasant Street			}	AUTHO	RIZED REPRESEN	TATIVE				
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# MISSION

To reduce barriers to help clients improve their economic stability and well-being through education, advocacy, and partnerships.



# VISION

To eliminate poverty.

# **Financial Statements**

# <u>COMMUNITY ACTION PARTNERSHIP OF</u> <u>STRAFFORD COUNTY AND AFFILIATE</u>

# FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019 AND INDEPENDENT AUDITORS' REPORTS

# DECEMBER 31, 2020 AND 2019

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Leone, McDonnell & Roberts Professional Aleocation

WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

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

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of December 31, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, 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 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 Community Action Partnership of Strafford County and Affiliate as of December 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.

### Other Matters

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 November 4, 2021, 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.

Work, Mc Donnell' Roberts Professional association

November 4, 2021 Wolfeboro, New Hampshire

# CONSOLIDATED STATEMENTS OF FINANCIAL POSITION DECEMBER 31, 2020 AND 2019

ASSETS				
	•	<u>2020</u>		<u>2019</u>
Cash and cash equivalents	\$	1,316,311	\$	1,068,744
Accounts receivable	Ψ	2,268,903	Ψ	1,525,775
Contributions receivable		38,400		68,100
Inventory		226,233		19,510
Prepaid expenses		36,318		12,570
		<u>_</u>		
Total current assets		3,886,165		2,694,699
NONCURRENT ASSETS				
Security deposits		5,326		5,350
Property, net of accumulated depreciation		5,273,321		4,815,150
Other noncurrent assets		27,500		27,500
Total noncurrent assets		5,306,147		4,848,000
		<u> </u>		
TOTAL ASSETS	\$	9,192,312	<u>\$</u>	7,542,699
LIABILITIES AND NET ASSETS				·
CURRENT LIABILITIES		,		
Demand note payable	\$	105,377	\$	105,432
Current portion of long term debt		18,343	•	-
Accounts payable		1,497,685		455,276
Accrued payroll and related taxes		88,682		193,430
Accrued compensated absences		131,108		84,272
Deferred revenue		107,606		· · -
Refundable advances		473,291		491,025
Paycheck Protection Program		97,500		- <del>-</del> ,
Other current liabilities		1,318	<u> </u>	4,955
Total current liabilities		2,520,910		1,334,390
		2,020,010		-1,001,000
NONCURRENT LIABILITIES				
Long term debt, less current portion shown above		2,775,919		2,566,846
Total liabilities		5,296,829	<del></del>	3,901,236
NET ASSETS				
Without donor restrictions		3,593,917		3,330,373
With donor restrictions		301,566		311,090
• •		<u> </u>		<u>.</u>
Total net assets	<u></u>	3,895,483		3,641,463
TOTAL LIABILITIES AND NET ASSETS	<u>\$</u>	9,192,312	\$	7,542,699

# CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2020

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	Total
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT	•		
Grant revenue	\$ 11,412,231	<b>\$</b> - 1	\$ 11,412,231
Fees for service	1,544,770	-	1,544,770
Rent revenue	15,255	-	15,255
Public support	451,985	255,657	707,642
In-kind donations	630,948	-	630,948
Interest	103	-	103
Fundraising	64,423	-	64,423
Gain on sale of equipment	2,000	<u> </u>	2,000
Total revenues and support	14,121,715	255,657	14,377,372
NET ASSETS RELEASED FROM			
RESTRICTIONS	265,181	(265,181)	<u> </u>
Total revenues, support, and net			
assets released from restrictions	<u>    14,386,896                                  </u>	(9,524)	14,377,372
EXPENSES			
Program services			
Child services	4,470,403	-	4,470,403
Community services	2,258,463	-	2,258,463
Energy assistance	2,063,659	-	2,063,659
Housing	2,920,930	· –	2,920,930
Weatherization	1,347,740	-	1,347,740
Workforce development	92,113		92,113
Total program services	13,153,308	-	13,153,308
Supporting activities			
Management and general	× 894,695	-	894,695
Fundraising	75,349		75,349
Total expenses	14,12 <u>3,352</u>	<u></u>	14,123,352
CHANGE IN NET ASSETS	263,544	(9,524)	254,020
NET ASSETS, BEGINNING OF YEAR	3,330,373	311,090	3,641,463
NET ASSETS, END OF YEAR	<u>\$ 3,593,917</u>	<u>\$ 301,566</u>	<u>\$ 3,895,483</u>

# COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

# STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2019

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
CHANGES IN UNRESTRICTED 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	<u>-</u>	25,334
Total revenues and support	11,638,388	240,031	11,878,419
NET ASSETS RELEASED FROM			
RESTRICTIONS	585,065	(585,065)	- -
Total revenues, support, and net			
assets released from restrictions	12,223,453	(345,034)	11,878,419
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
Total program services	10,275,636	-	10,275,636
Supporting activities	004 700		004 700
Management and general	834,730	-	834,730
Fundraising	93,752	<u> </u>	93,752
Total expenses	11,204,118		11,204,118
CHANGE IN NET ASSETS BEFORE NONCASH CONTRIBUTION	1,019,335	(345,034)	674,301
NONCASH CONTRIBUTION	1,003,996		1,003,996
CHANGE IN NET ASSETS	2,023,331	(345,034)	1,678,297
NET ASSETS, BEGINNING OF YEAR	1,307,042	656,124	1,963,166
NET ASSETS, END OF YEAR	<u>\$ 3,330,373</u>	\$ <u>311,090</u>	<u>\$ 3,641,463</u>

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2020

·· .	Child Services	Community Services	Energy <u>Assiştance</u>	Housing	<u>Weatherization</u>	Workforce Development	Total Program <u>Services</u>	Intermediate (Allocation) <u>Pools</u>	Management and <u>General</u>	Fundraising	<u>Total</u>
Payroll	\$ 2,297,109	\$ 540,856	\$ 227,785	\$ 229,407	\$ 120,813	\$ 47,695	\$ 3,463,665	\$ 102,841	\$ 561,412	\$ 28,548	\$ 4,158,466
Payroll taxes	184,239	44,388	17,229	18,357	8,211	. 3,599	276,023	7,997	26,065	2,153	312,238
Fringe benefits	226,396	14,882	32,476	11,346	15,430	6,999	307,529	5,789	25,605	1,890	340,813
Weatherization material, fuel											
and client assistance	41,758	84,176	1,651,570	2,502,856	1,143,419	4,266	5,428,045	-	-	•	5,428,045
In-kind expenses	200,585	430,363	-	-	-	•	630,948	-	-	-	630,948
Consultants and contract labor	252,203	119,717	10,453	32,780	4,516	515	420,184	22,527	82,335	4,410	529,456
Consumable supplies	226,999	745,567	1,208	2,043	6,439	89	982,345	192,667	23,971	3,551	1,202,534
Rent	465,693	85.822	58,320	31,382	8,404	20,860	670,481	(526,032)	30,688	2,394	177,531
Repairs and maintenance	72,495	47,814	13,378	11,090	6,409	752	) 151,938	214,923	10,523	8,880	386,264
Utilities	120,444	12,453	12,220	23,703	2,569	3,250	174,639	(24,910)	21,270	760	171,759
Insurance	78,188	6,499	1,234	28,753	3,677	854	119,205	13,988	7,688	158	141,039
Meetings, events and training	60,027	21,508	204	180	8,638	•	90,557	215	7,122	1,276	99,170
Depreciation	74,321	26,863	391	4,621	4,328	2,320	112,844	-	69,956	-	182,800
Travel	35,896	6,534	202	477	3,722	500	47,331	(18,292)	1,145	158	30,342
Copying and postage	31,050	592	6,612	262	260	217	38,993	-	4,334	5,201	48,528
Retirement	11,943	3,321	1,015	1,271	314	177	18,041	257	4,764	113	23,175
Equipment and computer	10,001	41,181	11,161	20,307	1,664	20	84,334	2,350	2,276	70	89,030
Interest expense	79,974	5,128	17,816	2,005	8,849	-	113,772	2,168	15,343	1,056	132,339
Other program support	1,082	20,799	385	90	78	<u> </u>	22,434	3,512	198	14,731	40,875
Total expenses	\$ 4,470,403	\$ 2,258,463	\$ 2,063,659	<u>\$ 2,920,930</u>	<u>\$ 1,347,740</u>	<u>\$ 92,113</u>	<u>\$ 13,153,308</u>	<u>s</u>	<u>\$ 894,695</u>	<u>\$75,349</u>	\$ 14,123,352

#### See Notes to Financial Statements

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### COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2019

	Child <u>Services</u>	Community <u>Services</u>	Energy <u>Assiştançe</u>	Housing	<u>Weatherization</u>	Workforce Development	Total Program <u>Services</u>	Intermediate (Allocation) <u>Pools</u>	Management and <u>General</u>	Fundraising	Total
Payroll	\$ 2,189,019	\$ 354,869	\$ 277,226	\$ 61,885	\$ 110,799	\$ 78,252	\$ 3,072,050	\$ 106,649	\$ 441,704	\$ 38,580	\$ 3,656,983
Payroll taxes	164,122	27,441	20,586	4,333	7,274	5,911	229,667	8,416	48,879	2,813	289,775
Fringe benefits	188,748	25,710	36,852	6,034	12,536	9,765	279,645	7,497	22,254	4,853	314,249
Weatherization material, fuel											
and client assistance	46,338	16,514	1,950,305	158,775	1,685,131	1,499	3,858,562	-	-	•	3,858,562
In-kind expenses	290,676	404,468	-	-	500	-	695,644	-	-	3,939	699,583
Consultants and contract labor	263,688	23,990	3,026	15,403	1,110	819	308,036	17,231	93,118	4,995	423,380
Consumable supplies	372,577	115,909	1,105	5,413	5,023	1,607	501,634	25,407	30,977	1,768	559,786
Rent	410,129	26,747	53,052	28,011	6,739	24,103	548,781	(439,922)	28,681	1,649	139,189
Repairs and maintenance	29,287	14,801	9,078	3,639	359	1,478	58,642	132,983	12,568	134	204,327
Utilities	111,389	6,161	12,460	11,403	2,072	5,753	149,238	(12,262)	17,018	517	154,511
Insurance	96,469	5,697	1,699	5,036	1,959	1,128	111,988	11,349	15,137	207	138,681
Meetings, events and training	98,054	17,231	2,915	. 180	14,722	195	133,297	5,029	21,668	2,385	162,379
Depreciation	64,288	29,918	391	4,621	3,607	2,320	105,145	-	69,956	-	175,101
Travel	98,098	9,027	1,157	1,255	5,852	1,158	116,547	(23,504)	10,948	148	104,139
Copying and postage	22,053	528	9,177	115	40	118	32,031	76	3,336	18,958	54,401
Retirement	13,004	1,578	1,331	280	377	192	16,762	267	11,129	252	28,410
Equipment and computer	8,130	452	2,453	1,197	24,129	189	36,550	10,224	4,190	-	50,964
Interest expense	-	•	-	-	10,439	-	10,439	150,560	2,156	-	163,155
Indirect costs	-	-	-	-	•	-	-	-	945	-	· 945
Other program support	1,892	3,893	55	34	2,135	·	8,009	<u> </u>	66	14,554	22,629
Total expenses	<u>\$ 4,467,961</u>	<u>\$ 1,084,934</u>	<u>\$ 2,382,868</u>	<u>\$ 310,583</u>	<u>\$ 1,894,803</u>	<u>\$ 134,487</u>	<u>\$ 10,275,638</u>	<u>s -</u>	<u>\$ 834,730</u>	<u>\$ 93,752</u>	<u>\$ 11,204,118</u>

### CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

		2020		2019
CASH FLOWS FROM OPERATING ACTIVITIES				<u></u>
Change in net assets	\$	254,020	\$	1,678,297
Adjustment to reconcile change in net assets to				
net cash provided by operating activities:				
Depreciation		182,800		175,101
Donated property and equipment		-		(1,003,996)
Gain on the sale of equipment		(2,000)		-
(Increase) decrease in assets:				
Accounts receivable		(743,128)		(419,051)
Contributions receivable		29,700		(4,300)
Tax credits receivable		-		250,000
Inventory		(206,723)		(6,090)
Prepaid expenses		(23,748)		45,696
Security deposits		24		
Increase (decrease) in liabilities:				
Accounts payable		1,042,409		46,317
Accrued payroll and related taxes		(104,748)		31,864
Accrued compensated absences		46,836		(9,812)
Deferred revenue		107,606		(0,0,12)
Refundable advances		(17,734)		75,690
Paycheck Protection Program		97,500		
Other current liabilities		(3,637)		(74,466)
•		(0,000)		
NET CASH PROVIDED BY OPERATING ACTIVITIES		659,177		785,250
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of property and equipment		(640,971)		(158,292)
		• •		(150,292)
Proceeds on sale of equipment		2,000		
NET CASH USED IN INVESTING ACTIVITIES	•	(638,971)		(158,292)
CASH FLOWS FROM FINANCING ACTIVITIES				,
Borrowings of long-term debt		485,181		
Payments made on long-term debt		(257,765)		- (247,844)
Net repayments on demand note payable				•
Net repayments on demand hole payable		(55)		(60,000)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES		227,361		(307,844)
NET INCREASE IN CASH AND CASH EQUIVALENTS		247,567		319,114
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR		1,068,744		749,630
CASH AND CASH EQUIVALENTS, END OF YEAR	\$	1,316,311	<u>\$</u>	1,068,744
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Cash paid during the year for interest	\$	130,185	\$	160,999
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES				
•	-		-	
Donated property and equipment	<u>\$</u>	-	<u>\$</u>	1,003,996

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

### NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

# Nature of Organization and Principles of Consolidation

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.

Academy Street Family Housing, LLC (Academy Street) is a limited liability company which is consolidated because the Agency controls 100% of the voting power of Academy Street. Academy Street leases property from the Agency under a lease agreement for an annual rent amount of \$1. The lease commenced on April 21, 2020 and expires April 2045. Unless either party serves the other with a 180 day written notice prior to the expiration of the initial term, at the end of the initial term, the lease shall be automatically extended for an additional 25 year term. All significant intercompany items and transactions have been eliminated from the basic financial statements.

In addition to the Agency's 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.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

### Basis of Accounting

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

<u>Net assets without donor restrictions:</u> 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.

<u>Net assets with donor restrictions:</u> 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, 2020 and 2019, 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.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

### <u>Contributions</u>

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

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

### Inventory

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

### **Property and Depreciation**

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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 \$182,800 and \$175,101 for the years ended December 31, 2020 and 2019, respectively.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

### Accrued Earned Time

The Agency has accrued a liability of \$131,108 and \$84,272 at December 31, 2020 and 2019, 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 previous three tax years 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.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

### Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2020 and 2019 amounted to \$27,725 and \$12,558, respectively.

### Debt Issuance Costs

As required under FASB Accounting Standards Update No. 2015-03, amortization expense for the years ended December 31, 2020 and 2019 amounted to \$2,156 and has been included with interest expense in the consolidated 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 \$177,617 and \$177,529 for the years ended December 31, 2020 and 2019, 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 \$17,812 and \$33,857 for the years ended December 31, 2020 and 2019, 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 \$415,835 and \$17,665, respectively, for the year ended December 31, 2020. For the year ended December 31, 2019, the estimated fair value of these food commodities and goods was determined to be \$397,292 and \$91,175, 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.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# Functional Allocation of Expenses (Continued)

The expenses that are allocated include the following:

### <u>Expense</u>

### Method of allocation

Salaries and benefits Occupancy Depreciation All other expenses Time and effort Square footage/revenues Square footage Approved indirect rate

### **New Accounting Pronouncement**

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Agency adopted the new standard effective January 1, 2020, the first day of the Agency's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

### NOTE 2. PROPERTY

As of December 31, 2020 and 2019, property consisted of the following:

	<u>2020</u>	<u>2019</u>
Land, buildings and improvements	\$ 5,499,660	\$ 5,039,871
Furniture, equipment and machinery	646,283	600,526
Vehicles	<u>350,136</u>	<u>327,137</u>
Total	6,496,079	5,967,534
Less accumulated depreciation	<u>1,222,758</u>	<u>1,152,384</u>
Net property	<u>\$ 5,273,321</u>	<u>\$ 4,815,150</u>

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

### NOTE 3. LIQUIDITY AND AVAILABILITY

The following represents the Agency's financial assets as of December 31, 2020 and 2019:

	2020	2019
Financial assets at year end:		
Cash and cash equivalents	\$ 1,316,311	\$ 1,068,744
Accounts receivable	2,268,903	1,525,775
Contributions receivable	38,400	68,100
Total financial assets	3,623,614	2,662,619
Less amounts not available to be used within one year:		
Board designated funds	307,315	307,315
Financial assets available to meet general	• • • / • • • •	· · ·
expenditures over the next twelve months	<u>\$ 3,316,299</u>	<u>\$ 2,355,304</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, 2020 and 2019. The Agency has no policy for charging interest on overdue accounts.

### NOTE 5. <u>CONTRIBUTIONS RECEIVABLE</u>

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.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 5. <u>CONTRIBUTIONS RECEIVABLE (continued)</u> Total unconditional promises to give were as follows at December 31, 2020 and 2019:

		2020		2019
Within one year In two to five years	\$ 	34,307 4,093	\$ 	38,057 <u>30,043</u>
	<u>\$</u>	38,400	<u>\$</u>	68,100

### 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. The Agency did not recognize any revenue through this Tax Credit Program during the years ended December 31, 2020 and 2019. The total cumulative contribution revenue raised to date is \$250,000 as of December 31, 2020.

# NOTE 7. PLEDGED 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. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 4.25% and 5.75% at December 31, 2020 and 2019, respectively. The note is collateralized by all the assets of the Agency.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 9. LONG TERM DEBT

The long term debt at December 31, 2020 and 2019 consisted of the following:

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 interest rate. The mortgage note payable is collateralized by the building and	<u>2020</u>	<u>2019</u>
leases and rents of 577 Central Ave.	\$ 1,929,978	\$ 2,143,096
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.	427,975	474,778
Non-interest bearing note payable to the New Hampshire Housing Finance Authority in annual payments in the amount of 50% of annual surplus cash through May 2060 at which time the remaining balance is due. The note is collateralized by certain real estate located at 22- 24 Academy Street.	<u>485,181</u>	
Total long term debt before current portion of long term debt and unamortized debt issuance costs Current portion of long term debt Unamortized debt issuance costs Total long term debt	2,843,134 (18,343) <u>(48,872</u> ) <u>\$ 2,775,919</u>	2,617,874 (51,028) <u>\$ 2,566,846</u>
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# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 9. LONG TERM DEBT (continued)

The schedule of maturities of long term debt at December 31, 2020 is as follows:

Year Ended December 31	<u>Amount</u>
2021	\$ 18,343
2022	75,657
2023	79,448
2024	83,430
2025	87,612
Thereafter	2,498,644
Total	<u>\$ 2,843,134</u>

### NOTE 10. NET ASSETS

At December 31, 2020 and 2019, net assets with donor restrictions consisted of the following:

	<u>202</u>	<u>)</u>	<u>2019</u>
Summer meals	\$ 44	,438 \$	<b>11</b> ,914
Building campaign	44	,712	27,891
Security deposits		-	51,584
Whole family	25	,846	163,738
COVID related	111	,100	-
Homeless outreach	5	,091	-
Fuel assistance	55	,902	33,995
Weatherization	14	,477 🦾	3,434
Coordinated entry		-	. 8,147
Holiday baskets		-	3,985
Food pantry		-	2,521
Special events		<u> </u>	<u>3,881</u>
Total	<u>\$ 301</u>	<u>,566 \$</u>	311,090

At December 31, 2020 and 2019, net assets without donor restrictions consisted of the following:

	<u>2020</u>	<u>2019</u>
Undesignated Board designated	\$ 3,286,602 <u>307,315</u>	\$ 3,023,058 <u>307,315</u>
Total net assets without donor restrictions	<u>\$ 3,593,917</u>	<u>\$ 3,330,373</u>

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

### 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, 2020 and 2019, the annual lease/rent expense for the leased facilities was \$143,308 and \$111,043, 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:

Year Ended December 31		Amount	
2021		\$	63,001
2022			31,501
2023			1
2024	~		· 1
2025			1
Thereafter			10
Total		<u>\$</u>	94,515

### NOTE 12. <u>RETIREMENT PLAN</u>

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, 2020 and 2019 totaled \$23,170 and \$28,408, 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, 2020 and 2019, approximately 90% and 88%, 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.

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# 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, 2020 and 2019.

### NOTE 16. NONCASH CONTRIBUTION

During the year ended December 31, 2019, the Agency received land and property as a contribution. The contribution was 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. RENTAL INCOME RECEIVABLE

Subsequent to December 31, 2020, Academy Street entered into four separate rental agreements for use of their four apartments. The rental agreements commence in May of 2021 and expire during April of 2022. Monthly payments for the agreements range from \$1,168 to \$1,394 and are due the first day of each month.

The approximate future rental payments owed on the above leases are as follows:

Year Ended December 31	Amount
2021 2022	\$  42,800 <u>21,400</u>
Total	<u>\$ 64,200</u>

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 18. PAYCHECK PROTECTION PROGRAM (PPP) LOAN

During the year ended December 31, 2020 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.

Subsequent to year end, on July 1, 2021, the Agency received notification of forgiveness of the Agency's PPP loan in full. The Agency classified the loan as a current liability in the accompanying consolidated statements of financial position as of December 31, 2020.

# NOTE 19. OTHER MATTERS

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.

### NOTE 20. <u>RECLASSIFCATIONS</u>

Certain reclassifications have been made to the prior year's financial statements, which was taken from the December 31, 2019 financial statements, to conform to the current year presentation.

# NOTE 21. SUBSEQUENT EVENTS

Subsequent to year end, the Agency acquired all of the assets and liabilities of Dover Daycare Learning Center (the Center). Total assets and liabilities acquired were approximately \$369,000 and \$264,000, respectively. Since the date of acquisition, the Agency has been running the operations of the Center. Prior to December 31, 2020, the Agency received \$107,606 from the Center relating to the sale. This is included in deferred revenue in the accompanying consolidated statements of financial position.

# <u>COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY</u> <u>AND AFFILIATE</u>

# CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

# NOTE 20. SUBSEQUENT EVENTS (continued)

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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 November 4, 2021, the date the consolidated financial statements were available for issuance.

# COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

# CONSOLIDATING STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2020

	CAPSC	Academy Street Family <u>Housing, LLC</u>	<u>Total</u>	Consolidating Adjustments	Consolidated
	ASSETS	,			
CURRENT ASSETS					
Cash and cash equivalents	\$ 1,115,739	\$ 200,572	\$ 1,316,311	s -	\$ 1,316,311
Accounts receivable	2,268,903	•	2,268,903	•	2,268,903
Contributions receivable	38,400		38,400	-	38,400
Due from affiliate	15,000	-	15,000	(15,000)	-
Inventory	225,233	-	226,233 .		226,233
Prepaid expenses	36,318	<u> </u>	36,318	<u> </u>	
Total current assets	3,700,593	200.572	3,901,165	(15,000)	3,886,165
NONCURRENT ASSETS					
Security deposits	5,326	-	5,326	-	5,326
Property, net of accumulated depreciation	4,792,919	480,402	5.273.321	-	5,273,321
Other noncurrent assets	27,500		27,500	<u> </u>	27,500
Total noncurrent assets	4,825,745	480,402	5,306,147	<u> </u>	5,306,147
TOTAL ASSETS	<u>\$ 8,526,338</u>	<u>\$680,974</u>	<u>\$ 9,207,312</u>	<u>\$ (15,000</u> )	<u>\$ 9,192,312</u>
	LIABILITIES AND NET	ASSETS			
CURRENT LIABILITIES Demand note payable	<b>\$</b> 105.377	•			
	,	s -	\$ 105,377	s -	\$ 105,377
Current portion of long term debt Accounts payable	18,343	-	18,343	•	18,343
Accounts payable Accrued payroll and related taxes	1,313,764	183,921	1,497,685	•	1,497,685
	88,882	•	88,682	-	88,682
Accrued compensated absences Due to affiliate	131,108		131,108		131,108
Deferred revenue	-	15,000	15,000	(15,000)	
Refundable advances	107,606	•	107,606	-	107,606
Paycheck Protection Program	473,291	•	473,291	•	473,291
Other current liabilities	97,500 1,318	•	97,500	•	97,500
Other current liaburnes		<u> </u>	<u>1,31B</u>	<u> </u>	1,318
Total current liabilities	2,336,989	198,921	2,535,910	(15,000)	2,520,910
NONCURRENT LIABILITIES					
Long term debt, less current portion shown above	2,290,738	485,181	2,775,919	<u>·</u>	2,775,919
Total liabilities	, 4,627,727	684,102	5,311,829	(15,000)	5,296,829
NET ASSETS					
Without donor restrictions	3,597,045	(3,128)	3,593,917	-	3,593,917
With donor restrictions	301,566		301,566	:	301,566
Total net assets	3,898,611	(3,128)	3,895,483		3,895,483
TOTAL LIABILITIES AND NET ASSETS	\$ 8,526,338	<u>\$ 680,974</u>	<u>\$ 9,207,312</u>	<u>\$(15,000</u> )	<b>\$ 9,192,312</b>

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# COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

# CONSOLIDATING STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2020

· ·	CAPSC	Academy Street Family <u>Housing, LLC</u>	<u>Consolidated</u>
CHANGE IN NET ASSETS REVENUES AND OTHER SUPPORT			I
Grant revenue	\$ 11,412,231	\$-	\$ 11,412,231
Fees for service	1,544,770	• -	1,544,770
Rent revenue	15,255	-	15,255
Public support	707,642	-	707,642
In-kind donations	630,948	-	630,948
Interest	93	10	103
Fundraising	64,423	-	64,423
Gain on sale of equipment	2,000		2,000
Total revenues and support	14,377,362	10	14,377,372
EXPENSES			·
Program services			
Child services	4,470,403	-	4,470,403
Community services	2,258,463	-	2,258,463
Energy assistance	2,063,659	-	2,063,659
Housing	2,917,792	3,138	2,920,930
Weatherization	1,347,740	- -	1,347,740
Workforce development	92,113	<u> </u>	92,113
. Total program services	13,150,170	3,138	13,153,308
Supporting activities			
Management and general	894,695	-	894,695
Fundraising	75,349		75,349
Total expenses	14,120,214	3,138	14,123,352
CHANGE IN NET ASSETS	257,148	(3,128)	254,020
NET ASSETS, BEGINNING OF YEAR	3,641,463	<u> </u>	3,641,463
NET ASSETS, END OF YEAR	\$ 3,898,611	<u>\$ (3,128)</u>	<u>\$ 3,895,483</u>

See Notes to Financial Statements

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#### COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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# SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31. 2020

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	FEDERAL			
FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	CFDA NUMBER	PASS-THROUGH <u>GRANTOR'S NAME</u>	GRANTOR'S NUMBER	FEDERAL EXPENDITURES
	NUMBER		<u>ordation of tomoEn</u>	<u> LA LINITULA</u>
<u>U.S. Department of Apriculture</u> Child and Adult Care Food Program	10.558	Stale of New Hampshire Department of Education	4300-ZZZ	\$ 56,817
Child Nutrition Cluster				
Summer Food Service Program for Children National School Lunch Program	10.559 10.555	State of New Hampshire Department of Education State of New Hampshire Department of Education	4300-ZZZ Al-Risk After School Care Centers	\$ 1,020,802 ' 32,522 1,053,324
NEUDRAI SCROOT LURCH Program	10.555	State of New Hampshire Department of Education	APRISE ARE SURVICES CONSIS	
Food Distribution Cluster				·
Emergency Food Assistance Program (Food Commodities)	10.569	Beiknap-Merrimack Community Action Partnership	None	415,835
Total U.S. Department of Agriculture			· · · · · · · · · · · · · · · · · · ·	<u>\$ 1,525,976</u>
U.S. Department of Housing and Urban Development		•		
Supportive Housing for the Elderly	14,157	Dover Housing Authority	Dover Housing Authority	\$ 28,212
CDBG Entitlement Grants Cluster Community Development Block Grants / Entitlement Grants	14,218	City of Dover, New Hamoshire	City of Dover	20.048
Community Development Block Grants / Entitlement Grants	14,218	City of Rochester, New Hampshire	City of Rochester	87,224
CV-Community Development Block Grants/Entitlement Grants	14,218	City of Rochester, New Hampshire	City of Rochester	25,000 132,270
		·	05-95-42-423010-7927-102-500731	<b>20</b> • <b>0</b> •
Emergency Solutions Grant Program CV-Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services State of New Hampshire Department of Health and Human Services	05-95-42-423010-7927-102-500731	58,101 16,522 74,623
C V Chargency Solutions Grant Program	14,201	clara of their hampened preparation of the and and the former out the		
Supportive Housing Program	14,235	State of New Hampshire Department of Health and Human Services	010-092-7178-102-0415	41,062
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Services	Community Partners	- 41.062
Total U.S. Department of Housing and Urban Development	-			<u>\$ 276,167</u>
U.S. Department of Labor				
WICA Cluster		· .		
WIQA Adult Program	· 17.258 17.278	Southern New Hampshire Services, Inc. Southern New Hampshire Services, Inc.	2016-0003 2016-0003	\$ 45,669 11,725
WIOA Dislocated Worker Formula Grants	17,278	Southern New Hampshire Services, Inc.	2016-0003	
Total U.S. Department of Labor/WIOA Cluster			·	<u>\$ 57,394</u>
U.S. Department of Energy			· · · · · · · · · · · · · · · · · · ·	
Weatherization Assistance for Low-Income Persons	\$1,042	State of New Hampshire Governor's Office of Energy & Community Services	01-02-02-024010-7708-074-500587	\$ 119,687
Total U.S. Department of Energy				<u>3 . 119,687</u>
U.S. Department of the Treasury				
Coronavirus Relief Fund	21,019	Governor's Office of Emergency Relief & Recovery	NHHFA Winter Shelter	\$ 125,187
Coronavirus Relief Fund	21.019	Governor's Office of Emergency Relief & Recovery	Housing Stabilization Fund	2,526,945 \$ 2,652,132
Total U.S. Department of the Treasury				.\$ 2,652,132
U.S. Department of Transportation				
Transit Services Programs Cluster			•	
Enhanced Mobility of Seniors & Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	Small Cutaway Bus	\$ 82,050
Total U.S. Department of Transportation				<u>\$82,050</u>
<u>U.S. Department of Health &amp; Human Services</u> Aging Cluster				•
Special Programs for the Aging - Title III, Part B - Grants for				
Senior Energy	93.044	State of New Hampshire Division of Elderly and Adult services	010-048-7872-512-0352	s -
- Senior Transportation	93,044	State of New Hampshire Department of Health and Human Services, Nutrition & Trans, Services	05-95-48-48010-78720000-512-500352	9,832 \$ 9,832
	of Expenditures of Federal Awards		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
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#### COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

# SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

FEDERAL GRANTOR/ PA\$3-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA <u>NUMBER</u>	PASS-THROUGH <u>GRANTOR'S NAME</u>	GRANTOR'S NUMBER	FEDEF Expende	
Matemal, Infant, Early Childhood Homevisiling Program	93.870	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Malemal & Health Section	05-95-90-902010-5896		235,465
Promoting Sale and Stable Families	93,558	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-005-047-421010-29730000-102-500734-42107306		28,599
Temporary Assistance for Needy Families Temporary Assistance for Needy Families	93,558 93,558	State of New Hampshire, DHHS, Division for Children, Youth and Families Southern New Hampshire Services, Inc.	05-085-045-450010-61460000-502-500881-42108803 13-DHHS-BWW-CSP-05	162,645 33,389	195.034
Low-Income Home Energy Assistance Low-Income Home Energy Assistance	93.568 93.568	State of New Hampshire Governor's Office of Energy & Planning State of New Hampshire Governor's Office of Energy & Planning	01-02-02-024010-77050000-074-500587 01-02-02-024010-77050000-074-500587	- 1,919,616 99,978	2,019,594
Community Services Block Grant CV-Community Services Block Grant	93,569 93.569	State of New Hampshire, DHHS, DFA State of New Hampshire, DHHS, DFA	010-045-7148-093-0415 G-1981NHCOSR	282,528 75,925	358,453
Head Start Cluster Head Start CV-Head Start	93,600 93,600	Direct Funding Direct Funding	01CH996002 & 01HP000702 01CH996002 & 01HP000702	3,291,776	3,443,776
Matemal and Child Health Services Block Grant to States Stephanie Tubbs Jones Child Walfare Program Social Services Block Grant	93,994 93,645 93,667	State of New Hampshire, DHHS, Division for Children, Youth and Families State of New Hampshire, DHHS, Division for Children, Youth and Families, State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-090-5190000-102-500731-90004009 05-095-042-421010-20680000-102-500734-42106802 05-095-042-421010-29680000-102-500734-42106803		2,741 3,830 71,371
Total U.S. Department of Health & Human Services			-		\$ 6,359,995

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#### TOTAL.

#### NON-FEDERAL

#### Home Energy Assistance Program

#### See Notes to Schedule of Expenditures of Federal Awards

26 . • •

#### Eversource Energy Service Company

\$ 1,324,112

<u>\$ 11,063,401</u>

# COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

# NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

# 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, 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 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, 2020.



CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO - NORTH CONWAY DOVER - CONCORD STRATHAM

# COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

To the Board of Directors of 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, 2020 and 2019, 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 November 4, 2021.

# 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.

Word, Mc Donnell'& Roberts Professional assaintion

November 4, 2021 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, 2020. 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, 2020.

# 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 is a deficiency or a combination of deficiencies, in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance is a deficiency or a combination of deficiencies, 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.

Word, Mc Donnell & Roberts Proflessional association

November 4, 2021 Wolfeboro, New Hampshire

# <u>COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY</u>

# SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED DECEMBER 31, 2020

# 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.
- The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568, Community Services Block Grant, CFDA 93.569 and U.S. Department of the Treasury, Coronavirus Relief Fund, CFDA 21.019.
  - 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



Administrative Offices: 577 Central Avenue, Suite 10 Dover, NH 03820 603-435-2500

Head Start Centers: 577 Central Avenue, Suite 50 . Dover, NH 03820 603-285-9460

120 Main Street Farmington, NH 03835 603-755-2883

150 Wakefield Street, Suite 117 Rochester, NH 03867 603-285-9461

46 Stackpole Road Somersworth, NH 03878 603-817-5458

#### **Childcare Centers:**

43 Back River Road Dover, NH 03820 603-435-2500

120 Main Street Farmington, NH 03835 603-755-2883

# Family Resource Centers:

577 Central Ave, Suite 50 Dover, NH 03820 603-435-2500

150 Wakefield Street, Suite 117 Rochester, NH 03867 603-435-2500

#### Outreach Office:

577 Central Avenue, Suite 20 Dover, NH 03820 603-435-2500

#### Food Pantry:

577. Central Avenue, Suite 10 Dover, NH 03820 603-435-2500

# 2022 Board of Directors

Alan Brown, Chair Terry Jarvis, Vice Chair Jean Miccolo, Treasurer Alison Dorow, Secretary Hope Morrow Flynn Petros Lazos Thomas Levasseur Don Chick Alli Morris Cindy Brown Maureen Staples Tori Bird Mark Brave Leah Crouser Nicki Gearwar Andrew Swanberry

# Daniel D Clark

#### QUALIFICATIONS:

• 16 years of experience working with adults with mental illness, substance misuse disorder, and housing instability

• Exceptional versatility and adaptability.

• Dedication and drive as a hard-working individual.

Ability to develop rapport with people of all backgrounds.

Ability to quickly and thoroughly understand and implement new concepts and practices.

• Familiarity with Medicare/Medicaid, Child/Adult Protective, Housing, Managed Care, and

Vocational Rehabilitation systems.

# EXPERIENCE:

#### 2/2022 – current

Community Action Partnership of Strafford County, Dover, NH

Director of Housing and Homeless Services

• Responsible for day to day management, administration, and oversight of all housing/homeless programs and personnel

• Developed and implemented programmatic strategic plans

• Ensured program compliance with all applicable local, state, federal laws and regulations

Organize, write, and coordinate grant applications and support materials.

 Managed applicable programmatic budgets, including development and ongoing monitoring to ensure expenses align with revenue

• Collected and analyzed data, evaluated courses of action, and prepared sound recommendations and effective narrative and statistical reports relative to program outcomes

• Developed and maintained effective community relationships

• Analyzed proposed legislation, regulations, or rule changes to determine how program services could be impacted.

#### 11/2020 - 2/2022

# Community Action Partnership of Strafford County, Dover, NH

Shelter Manager

• Managed The Garrison emergency shelter and Willand Pond Warming Center, serving up to 100 clients on any given night with 10+ staff, including FT, PT, and Per Diem

Ensured adequate staffing coverage for both locations

• Collaborated with CAPSC Day Center staff on prioritizing and admitting clients to The Garrison.

Created and enforced shelter regulations and conditions of admittance

Ensured all pertinent information was entered into statewide HMIS system

• Successfully managed COVID-19 procedures, resulting in only 3 detected positive cases with no spreadto either staff or clients.

Provided 24/7 on-call support to both programs

• Provided daily/weekly/seasonal reports to the Tri-Cities municipalities of number of individuals utilizing services, city of origin, and estimated cost savings.

• Acted as primary contact for The Garrison hotel management, Tri Cities EMS providers, county welfare officers, and other involved parties

- Managed the requisition of meals and donations provided by the community
- Developed a working operations manual for the 2021-22 warming center

Lead a multi-organizational project to support individuals being displaced by local police

#### 09/2019 - 11/2020

MaineHealth, Biddeford, ME

#### Employment Specialist

• Assisted in the development of the York County Vocational Rehabilitation (VR) contract office, the single CRP utilized in York County by the Dept of VR.

• Completed clinical duties including intake, assessment, and planning.

Assisted clients with resume development, interview prep, job search and follow-up plans.

Provided benefits counseling to educate clients on work incentives provided by SSA and DHHS.

Worked closely with VR counselors to ensure client goals were met with set timeframes

• Served on the "Remote Working Advisory Council" to develop tools and policies required by the COVID- 19 pandemic.

#### 10/2017 - 4/2019

#### Maine Behavioral Healthcare, Biddeford, ME

Program Manager, Residential and Community Rehabilitation

Supervised a team of 3 case managers and 7 residential workers, supporting 22 clients in 3 programs.
 In residential, provided support to 6 clients in a long-term group home setting, including medication administration, treatment plan development, annual psycho-social assessment, and coordination with outside providers.

• In community rehab, provided case management to 16 residents in two supported apartment programs, including med administration and education, treatment plan development, psycho-social assessment, suicide assessment, and provider coordination, with the goal of transitioning to full independence.

• Provided 24/7 clinical on-call support to all residential programs on a rotating schedule.

• Developed and instated department-wide policies and procedures including Client Medication Self-Administration, Use of Medical Marijuana, Residential Suicide Assessment and Safety Planning, and Community Rehab Admission and Discharge procedures.

Participated in an agency-wide planning group to initiate the ZeroSuicide initiative.

#### 10/2012 - 10/2017

# Maine Behavioral Healthcare, Biddeford, ME

Clinical Case Worker, ACT team

• Worked within a multidisciplinary team consisting of case managers, an RN, psychiatrists, and therapists, serving a combined caseload of 60-80 consumers, carrying a primary caseload of 20+.

• Performed clinical duties including intake/assessment, goal development and implementation, discharge planning, referrals, supportive counseling, provider collaboration.

- Ensured that all consumer needs were met while meeting state and federal requirements and deadlines.
- Provided 24/7 clinical on-call support to all ACT team consumers on a rotating schedule.
- Successfully started and facilitated a weekly men's mental health support group.

# 12/2013 - 5/2014

### Port Resources, Inc, Portland, ME

Assistant Manager, DD Residential

- Acted as assistant manager for 4 residential programs, with a total of 14 consumers and 40+ staff.
- Responsible for all payroll, census management, staff scheduling, and staff supervision.
- Participated in agency wide on-call rotation.
- Performed direct care, covering all shifts, as needed.
- Worked with QA dept, ensuring all consumer needs were met, within all agency/state requirements
- Completed all paperwork in accordance with agency and state mandated timelines.

#### 10/2004 - 10/2011

#### **Opportunity Alliance, Portland, ME**

Community Integration Case Manager (as Youth Alternatives Ingraham)

- Worked on a team of mental health case managers, and with a personal caseload of 30+ clients.
- Performed all clinical duties including intake/assessment, goal development and implementation,
- discharge planning, referrals, supportive counseling, provider collaboration.
- Ensured that all clients' needs were met while meeting all state and federal requirements and deadlines.
- Ensured all program and agency productivity requirements were met on a continuing basis.
- Worked closely with IT during design and implementation of new paperless, agency-wide, client

management system.

- Acted as an IT super-user and preliminary point of contact for IT questions at the program level.
- Provided 24/7 clinical on-call support to all areas of the agency on a rotating schedule.

In-Home Support (as Ingraham)

- Worked with a team of mental health case managers, with a personal caseload of 30+ clients.
- Provided in-home skills development services as identified on case manager created service plan.
- Attended appointments with outside providers, including medical, psychiatric, therapeutic, housing related, legal, insurance, and childcare providers.
- Ensured that all clients' needs were met while meeting all state and federal requirements and deadlines.
- Ensured that all program and agency productivity requirements were met on a continuing basis.

Crisis Support (as Ingraham)

- Worked in an eight bed, short stay crisis stabilization unit.
- Provided daily support for adults with mental illness in crisis as an alternative to hospitalization.
- Administered and monitored medications and vital signs as directed by staff psychiatrist.
- Completed all paperwork required, including intake/assessment, service plan development and implementation, referrals, discharge planning, and financial management.

# EDUCATION, MEMBERSHIPS, AND CERTIFICATIONS:

University of Southern Maine – BSW to be completed in 2022 Holbrook Jr. Sr. High School, Holbrook, MA - HS Diploma - Graduated 1995 American Mensa - Member - 2009 - Current MHRT/C ACRE Certified Work and Benefits Navigator Progressive Employment

# JAMES RICKER Milton, NH

- Relationship Development
- ✓ Teaching
- Communications
- ✓ Time Management
- ✓ Creative Thinking
- Marketing
- Volunteer Relations
- Fundraising

- . . . . . .
- ✓ Interpersonal Skills
- ✓ Microsoft Suite
- Database Management
- Process Improvement

# PROFESSIONAL EXPERIENCE

Skills

# **<u>CAP of Strafford County</u>** – Dover, NH

Manager of Homeless Outreach Services

- Train and supervise staff about policies and procedures to ensure consistent, quality interactions with Center clients
- Enforce Center policies and procedures
- > Manages a staff of three people
- Work alongside and perform all duties assigned to staff
- > Respond appropriately to emergency situations and complaints
- > Participate in the team approach to planning and problem solving
- Work with the Director to ensure shelter the Day Center is clean, set up, and prepared for newly arriving guests
- > Provides staff with resources to serve the homeless clients of the Day Center
- Mediates conflicts, provides de-escalation and crisis intervention, and models appropriate problem solving
- > Works with community resources to provide services and vendor services/supplies
- > Directs and manages outreach team to contact and assist the homeless population in the Tri-Cities

# Seafarers' Friend - Boston, MA

Port Chaplain

- $\stackrel{\scriptstyle \star}{\succ}$  Visitation to ships berthed at docks in Boston Harbor
- > Provision of spiritual care, emotional care and physical care to seafarers
- Relationship management with donors
- Outreach to non-partner churches
- Relationship building
- Creation of content for fundraising
- Creation and deployment of marketing materials (electronic and paper)
- Database management

# Tom's of Maine - Sanford, ME

Making Technician I

- > Promotes safety through example and as the 3rd shift member of both the Spill Team and First Aid Team.
- Takes initiative and works with teammates to continuously improve and upgrade work practices in safety, quality and productivity.
- > Interacts with co-workers with respect and also 'manages-up.'.
- > Works independently and as a team member.
- Understands and is accountable for following all Quality, GMP's, and Micro standards and guidelines. Follows Standard Operating Procedures during activities.

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- Trained in and performs the QC duties of certain materials.
- >

# VIP Tires & Auto - Somersworth, NH

# . Service Writer/Assistant Manager

- Provide superior customer service during initial customer contact through cash-out after services have been performed.
- > Maintain professional, helpful and empathetic attitude with all stakeholders.
- Consult with technicians about customer vehicle repair needs and/or recommendations for proper maintenance of the vehicle.
- Provide customers with the proper information about the condition of his or her vehicle and offer proper solutions and/or preventative services to meet their needs.
- > Close store, finalize transactions and paperwork, transmit to home office and secure store.

# Orkin Pest Control - Commercial Services, Manchester, NH

### **Commercial Account Manager**

- Grew client base through the acquisition of new commercial clients and development of current client roster. Raised brand awareness in the commercial space in NH territory.
- Developed large funnel consisting of all business sizes and broad range of business segments.
- > Utilized advanced applications for client facility inspections and service proposal presentations.
- > Maintained client relationship through regular contact and needs assessment.

### Liberty Mutual Insurance - Affinity Marketing, Portsmouth, NH

#### **Business Lead Developer**

Piloted new business development for lead-distribution-model initiative to acquire new affinity, small business clients. Built out new program including project management of program-specific marketing, strategic and tactical direction, onboarding of field sales management and sales representatives, best practice management of processes and training of additional team members.

- Built new partner relationship acquisition model in collaboration with another lead developer, resulting in over 500 new partner employers and \$6M+ in new premium sales within five years.
- Trained and mentored two new team members, contributed to success within small business program and Liberty Mutual Insurance careers.
- Created, built and maintained lead-nurturing program, leveraging existing resources. Program reached 3K+ potential affinity partners with relevant and helpful information, heightening company brand awareness.
- > Developed, implemented and documented position-specific metrics for measuring prospecting activity of team members, enabling team to increase focus on core objectives and reduce unproductive activities.
- Created/guided nine new business development initiatives in cross-functional partnership with state, area and branch resources, resulting in 75% reduction in internal process time for partner approvals and 80% faster implementation of new client activity.
- Designed, documented and delivered B2B prospecting/relationship-building training program for over 500 field sales representatives, reducing turnover of participating branch sales personnel almost 40% compared to non-participating sales branches.
- > Developed relationships with all levels of management including C-suite and the E-suite.

#### End 68 Hours Of Hunger, Milton, NH

#### Program Coordinator/Partner Relationship Liaison

Served as founding program co-coordinator and primary business relationship liaison for childhood hunger elimination program.

- Evangelized and recruited town/school officials and school personnel, collaboratively exploring level of need in student population and customizing operational programs for different schools.
- Recruited, trained and led a rotating group of 8-12 volunteers, efficiently delivering all program services.
- Identified and developed new business partners and raised funds, providing resources sufficient for 3+ years of food purchases.
- Created chapter-specific guidelines, ensuring proper relationship management, food storage, bag packing, product storage best practices and weekly bag delivery.

#### 2012-2014

Managed accurate, accessible and up-to-date sponsor/donor database. Worked with sister chapters, coordinating solicitation efforts.

#### EDUCATION & PROFESSIONAL DEVELOPMENT

Graduate Certificate, Nonprofit Leadership, Granite State College

Bachelor of Science, Pastoral Ministry, Lancaster Bible College, Lancaster, PA

(AAI) Accredited Advisor of Insurance, The Institutes
Effective Business Writing, Harvard Business Review Online
Presentation Skills, Harvard Business Review Online
Making the Business Case, Harvard Business Review Online
Email Marketing Best Practices, Harvard Business Review Online
CAN-SPAM Compliance, Harvard Business Review Online
Introduction to Marketing, Wharton School of Business, Philadelphia, PA (MOOC)
Learning How to Learn, UC San Diego, CA (MOOC)
Ethics, Biola University, La Mirada, CA (MOOC)
Multi-Disciplinary Sales, Orkin University Sales School (Atlanta, GA)

# **<u>Certifications/Accreditation</u>**

AAI (Accredited Advisor in Insurance) Heartsaver First Aid CPR AED

# CONTRACTOR NAME

# Key Personnel

				· .
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel Clark	Director of Housing and Homeless Services	\$82,268	10%	\$8,226.80
James Ricker	Manager of Homeless Services	\$57,707	40%	\$23,082.80
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# STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF ECONOMIC & HOUSING STABILITY

.ori A. Shibinette Commissioner

Christine L. Santaniello Director 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.dbhs.nh.gov

#### 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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date
Community Action Partnership Strafford County, Dover, NH	Statewide	\$77,048	\$38,524	\$115,572	June 30, 2021	June 30, 2022
#177200-B004	``					
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	Statewide	\$173,444	\$86,722	\$260,168	June 30, 2021	June 30, 2022
#177203-B003	· [					
FIT/NHNH, Inc., Manchester, NH	Concord	\$308,452	\$219,915	\$528,367	August 31, 2021	August 31, 2022
#157730-B001						· ·
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	\$137,170	\$68,585	\$205,755	June 30, 2021	June 30, 2022

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

# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

	Total:	\$3,848,823	\$2,335,227	\$6,184,050		
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Grafton, Coos, & Carroll Counties	\$178,638	\$90,399	\$269,037	June 30, 2021	June 30, 2022
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Statewide	\$261,644	<b>\$</b> 130,822	\$392,466	June 30, 2021	June 30, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham & Coos Counties	\$979, <del>9</del> 73	\$758,031	\$1,738,004	Julý 31, 2021	July 31, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham County	\$540,894	\$286,119	\$827,013	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Cheshire & Sullivan Counties	\$570,368	\$292,036	\$862,404	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Statewide	\$173,104	\$86,552	\$259,656	Ju <del>ne</del> 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH \$177511-R001	Cheshire & Suilivan Counties	\$248,042	\$170,352	\$416,394	August 31, 2021	August 31, 2022
The Lakes Region Mental Health Center, Inc., Laconia, NH #154480-B001	Laconia	\$202,046	\$107,170	\$309,216	June 30, 2021	June 30, 2022

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svcs	TBD	\$1,606,764	<b>\$</b> 0	\$1,606,764
2021	102-500731	Contracts for Prog Svcs	TBD	\$2,145,410	\$0	\$2,145,410
2022	102-500731	Contracts for Prog Svcs	TBD	\$96,649	\$2,215,928	\$2,312,577
2023	102-500731	Contracts for Prog Svcs	TBD	\$0	\$119,299	\$119,299
			Total:	\$3,848,823	\$2,335,227	\$6,184,050

# EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urbar Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

The Department will monitor contracted services using the following reports and information:

- Annual reviews) relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

DocuSign Envelope ID: D163F707-A416-44EF-8EB5-D2C64B499D43

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

This Amendment to the Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), 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 Standard Contract Language, Section 2., Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2022

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

\$115,572

- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)
    - 1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)
    - 1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1. Not to exceed \$115,572.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		SFY 2020	SFY 2021	SFY 2022
1.2.8.1.	Rental Assistance:	\$0	\$0	\$0
1.2.8.2.	Supportive Services:	\$37,584	\$37,584	\$37,584
1.2.8.3.	Administrative Expenses:	<u>    \$940</u>	\$940	<u>\$940</u>
1.2.8.4.	Total Program Amount:	\$38,524	\$38,524	\$38,524

Community Action Partnership of Strafford County SS-2020-BHS-05-COORD-03-A02 DocuSign Envelope ID: D163F707-A416-44EF-8EB5-D2C64B499D43

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

--- Oocusigned by: Christine Santaniello

Name: Christine Santaniello Title: Director

Community Action Partnership of Strafford County

Betsey Andrews Parker

Name: Betsey Andrews Parker Title: CEO

Date

6/10/2021

6/10/2021

Date

Amendment #2

DocuSign Envelope ID: D163F707-A416-44EF-8EB5-D2C64B499D43

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

# OFFICE OF THE ATTORNEY GENERAL

6/11/2021

Date

Name: Catherine Pinos Tille: 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:

Amendment #2

# APR23'20 PM 2:43 DAS

#### STATE OF NEW HAMPSHIRE

# DEPARTMENT OF HEALTH AND HUMAN SERVICES ...

# DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Christine L. Santaniello

Director

 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 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46, 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership Strafford County, Dover, NH	177200- B004	Statewide	\$38,524	\$38,524	\$77,048
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	177203- B003	Statewide	\$86,722	\$86,722	\$173,444
FIT/NHNH, inc., Manchester, NH	157730- B001	Concord	\$99,046	\$101,469	\$200,515
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	\$68,585	\$68,585	\$137,170

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

**(** 

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

					<u> </u>
The Lakes Region Mental Health Center, Inc., Laconia, NH	154480- 8001	Laconia	<b>\$</b> 99,835	\$102,211	\$202,046
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$85,230	\$87,728	\$172,958
Southwestern Community Services, Inc., Keene, NH	177511- R001	Statewide	\$86,552	\$86,552	\$173,104
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$281,824	\$288,544	\$570,368
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$267,435	\$273,459	\$540,894
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$273,230	\$303,674	\$576,904
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Statewide	\$130,822	\$130,822	\$261,644
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Grafton, Coos, and Carroll Counties	\$88,959	\$89,679	\$178,638
· · ·		Total:	\$1,606,764	\$1,657,969	\$3,264,733

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS; HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	TBD	\$1,606,764	' <b>\$</b> 0	\$1,606,764
2021	102-500731	Contracts for Prog Svc	TBD	\$0	\$1,657,696	\$1,657,696
			Total	\$1,606,764	\$1,657,969	\$3,264,733

# EXPLANATION

This request is **Sole Source** because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

### Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted,

Lori A. Shibinette Commissioner



# New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

#### State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, Coordinated Entry Program

This 1" Amendment to the Continuum of Care, Coordinated Entry Program contract (hereinafter referred to as "Amendment #1") 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, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 577 Central Ave, Suite 10, Dover, NH, 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, the Contract may be amended and extended 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, increase the price limitation, or 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 1.4, Contractor Address, to read:

577 Central Avenue, Suite 10, Dover, NH, 03820

- 2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
- June 30, 2021.
- 3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read;

\$77,048.

- 4. Exhibit 8, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2, Paragraph 1.2.4. to read:
  - 1.2.4. Grant Numbers

1.2.4.1. NH0096L1T001803 (Grant Year 1)

1.2.4.2. NH0096L1T001904 (Grant Year 2)

 Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$77,048

 Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2, Paragraph 1.2.8., to read;

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		Grant Year 1	Grant Year 2
1.2.8.1.	Rental Assistance	\$0	\$0
1.2.8.2.	Supportive Services	\$37,584	\$37,584
1.2.8.3.	Administrative Expenses	<b>\$940</b>	\$940
1.2.8.4.	Total Program Amount	\$38,524	\$38,524

Community Action Partnership Of Strafford County SS-2020-BHS-05-COORD-03-A01

Amendment#1 Page 1 of 3

Contractor Initials Date



New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

All terms and conditions of the Contract not inconsistent with this Amendment #1 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

J

Name aniello Title:

Community Action Partnership of Strafford County

Name: Betsey Indrews Par 54 P Title: CEO . .

Community Action Partnership Of Strafford County SS-2020-BHS-05-COORD-03-A01

Amendment#1 Page 2 of 3



# New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

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

OFFICE OF THE ATTORNEY GENERAL

Date

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:

Community Action Partnership Of Strafford County SS-2020-BHS:05-COORD-03-A01

Amendment#1 Page 3 of 3



Jeffrey A. Meyers Commissioner

Christine L. Santaniello Director JUN05'19 Pm 2:27 DAS

HLP MAR

### 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 ExL 9474 \*Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020; 100% Federal Funds.

Vendor Name	Project Name	Vendor #	Location	ŞFY 2020 Amount
Community Action Partnership Strafford County	Coordinated Entry	177200-B004	Statewide	\$38,524
Community Action Program Belknap-Merrimack Counties, Inc.	Coordinated Entry	177203-B003	Statewide	\$86,722
FIT/NHNH, Inc.	Concord Community Leasing II Permanent Housing	157730-B001	Concord	\$99,046
FIT/NHNH, Inc.	Concord Permanent Housing	157730-B001	Concord	\$68,585
The Lakes Region Mental Health Center, Inc.	McGrath Street Permanent Housing	154480-8001	Laconia	\$99,835
Southwestern Community Services, Inc.	Permanent Housing Cheshire County	177511-R001	Cheshire & Sullivarí Counties	\$85,230
Southwestern Community Services, Inc.	Coordinated Entry	177511-R001	Statewide	\$86,552
Southwestern Community Services, Inc.	Shelter Plus Care Permanent Housing	177511-R001	Cheshire & Sullivan Counties	\$281,824
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Family Housing I Permanent Housing	174116-R001 -	Western Rockingham County	\$267,435

# His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 4

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Permanent Housing I	174116-R001	Western Rockingham County	\$273,230
Tri-County Community Action Program, Inc.	Coordinated Entry	177195-B009	Statewide	\$130.822
Tri-County Community Action Program, Inc.	Permanent Supportive Housing I, Expansion	177195-8009	Grafton, Coos, and Carroll Counties	\$88,959
			Total: \$	1,606,764

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office 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 PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD	\$1,606,764
	· ·		Total	\$1,606,764

### EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The atlached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry • Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

## His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic, fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

- A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.
- An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including
  various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests, Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

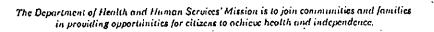
His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

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Veffrey A. Meyers Commissioner



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# FORM NUMBER P-37 (version 5/8/15)

## Subject: Continuum of Care, Coordinated Entry Program, SS-2020-BHS-05-Coord-03

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

с».

## AGREEMENT

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

# GENERAL PROVISIONS

1.1 State Agency Name Department of Health and Hu	man Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301		
1.3 Contractor Name Community Action Partnershi	p of Strafford County	1.4 Contractor Address 642 Central Avenue Dover, NH 03820 Mailing Address: P.O. Box 160, Dover, NH 03821-0160		
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, 2020	1.8 Price Limitation \$38,524	
1.9 Contracting Officer for S Nathan D. White, Director	- Anno a second s	1.10 State Agency Telephone 1 603-271-9631	Number	
1.11 Contractor Signature 1.12 Name and Title of Contractor Signatory 20 Anchus Parte Detry Archus Parte, CEO.			$\sim$	
1.13 Acknowledgement: Sta	te of NH County of S	trafford	,	
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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 ACREEMENT. 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, taws, 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 (4) 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 taws.

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

Page 2 of 4

Contractor Initials

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 \$1,000,000per 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.

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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").

13.2 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

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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 benefil 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.

> Contractor Initials 204 Date 52319





### SCOPE OF SERVICES

Coordinated Entry Program

### 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

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

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports (BHS), has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit 1 for Privacy requirements.
- 1.7. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
- 1.8. Failure to submit required reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by BHS.

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## 2. Scope of Services

2.1. Based on the continued receipt/availability of federal funds from HUD Continuum of Care Program, the Contractor shall provide a Coordinated Entry program that shall serve approximately three-hundred (300) homeless individuals or individuals at imminent risk of homelessness.

Exhibit A

- 2.2. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 2.3. The Contractor shall support the primary goal of this program which is to identify and engage unsheltered homeless persons and persons at Imminent risk of homelessness, and to provide basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.
- 2.4. To be eligible for contract services, individuals and families must be homeless as defined in HUD regulations, or at imminent risk of homelessness. The Contractor must obtain and retain appropriate documentation.
- 2.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.
- 2.6. The contractor shall participate in their regional Coordinated Entry process.
- 3. Program Reporting Regulrements
- 3.1. The Contractor shall submit the following reports:
  - 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract/Grant Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA): The APR shall be in the form required or specified by the State; and submitted to the address listed in section 1.1. Exhibit A; and
  - 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

### 4. Contract Administration

- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.
- 4.3. All contract records (originals or copies made by microfilming, photocopying, or other similar methods) shall be retained for a period of five (5) years or as required by state or federal law, following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.

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Exhibit A

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## 5. Performance Measures

5.1. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and all terms and conditions, and amendments thereto, as detailed in the relevant fiscal year. Notice of Funding Available (NOFA) CoC Project Application approved by HUD; and

Exhibit A

- 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
- 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

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ExNbit A Page 3 of 3

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#### Exhibit B

## METHOD AND CONDITIONS PRECEDENT TO PAYMENT

#### 1. Coordinated Entry Program

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:

1.2.1. NH General Fund:	0%
1.2.2. Federal Funds:	100%
1.2.3. CFDA #:	14.267
1.2.4. Grant Number:	NH0096L1T001803
1.2.5. Federal Agency:	U.S. Department of Housing & Urban Development (HUD)
1.2.6. Program Title:	Continuum of Care, Coordinated Entry

- 1.2.7. Total Amount Continuum of Care;
  - 1.2.7.1. not to exceed \$38,524
- 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

1.2.8.1.	Leasing Expenses:	\$0.000
1.2.8.2.	Rental Assistance:	\$0,000
1.2.8.3.	Operating Expenses:	\$0,000
1.2.8:4.	Supportive Services:	\$37,584
1.2.8.5.	Administrative Expenses:	\$940

- 1.2.8.6. Total program amount: \$38,524
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

### 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

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



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Exhibit B

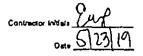




Exhibit B

- 2.2. 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.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmentat Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date:

## 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

## 3.3. Match Funds:

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

### 3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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### Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.

#### 3.4.5. Schedule of Payments:

- 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
- 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

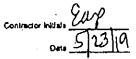
## housingsupportsinvoices@dhhs.nh.gov

3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.

## 3.5. Review of the State Disallowance of Costs:

- 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
- 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
- 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
- 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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Exhibit B

## 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, and may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

### 6. Expense Eligibility

5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

#### 5.2. Operating Expenses:

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

#### 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

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# New Hampshire Department of Health and Human Services Continuum of Care Program

		Exhibit B
	<b>5.3.2.4</b> .	Child Care. The costs of establishing and operating child care, and providing child- care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible;
	5.3.2.5.	Education Services. The costs of improving knowledge and basic educational skills are eligible;
-	5.3.2.6.	Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost;
	5.3.2.7.	Food. The cost of providing meals or groceries to program participants is eligible;
	5.3.2.8.	Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible;
	5.3.2.9.	Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing;
•	5.3.2.10.	Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training;
	5.3.2.11.	Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems;

- 5.3.2.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals:
- 5.3.2.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible;
- 5.3.2.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible;
- 5.3.2.15. Transportation Services are described in 24CFR 578(e) (15);

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	Exhibit B
5.3.2	<ol> <li>Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;</li> </ol>
5,3.2	<ol> <li>Direct provision of services. If the service described in 24CFR 578.53(e) (1) - (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);</li> </ol>
5.3.2	18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and
5.3.2	<ol> <li>Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of comestic violence, dating violence, sexual assault, or stalking.</li> </ol>
4. Rental A	sistance
5.4.1. Gra	nt funds may be used for rental assistance for homeless individuals and families.
. reni	tal assistance cannot be provided to a program participant who is already receiving al assistance, or who is living in a housing unit receiving rental assistance or operating istance through other federal, State, or local sources.
esta	tal assistance must be administered in accordance with the policies and procedures iblished by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and be:
5.4.3	1. Short term, up to 3 months of rent;
5,4,3	2. Medium term, for 3-24 months; or
5.4.3	3. Long-term, for longer than 24 months.
5.4.4. Gra reni	nt funds may be used for security deposits in an amount not to exceed 2 months of
	advance payment of the last month's rent may be provided to the landlord, in addition the security deposit and payment of first month's rent.
by taki	tal assistance will only be provided for a unit if the rent is reasonable, as determined the Contractor, in relation to rents being charged for comparable unassisted units ing into account the tocation, size, type, quality, amenities, facilities, and managemen maintenance of each unit.
	Contractor may use grant funds in an amount not to exceed one month's rent to pay any damage to housing due to the action of a program participant. <u>For Leasing funds</u>
only	Property damages may be paid only from funds paid to the landlord from security osits.

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#### Exhibit B

- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.
  - 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

## 5.5. Administrative Costs:

- 5.5.1. Eligible administrative costs include:
  - 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
  - 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
    - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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# New Hampshire Department of Health and Human Services Continuum of Care Program

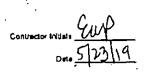
		Exhibit B
	5.5.1.2.1.1.1.	Preparing program budgets and schedules, and amendments to those budgets and schedules;
	5.5.1.2.1.1.2.	Developing systems for assuring compliance with program requirements;
• .	5.5.1.2.1.1.3.	Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
	5.5.1.2.1.1.4.	Monitoring program activities for progress and compliance with program requirements;
	5.5.1.2, 1.1.5.	Preparing reports and other documents related to the program for submission to HUD;
	5.5.1.2.1.1.6.	Coordinating the solution of audit and monitoring findings;
	5.5.1.2.1.1.7.	Preparing reports and other documents directly related to the program submission to HUD;
•	5.5.1.2.1.1.8.	Evaluating program results against stated objectives;
	5.5.1.2.1.1.9.	Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.
	-5.5.1.2.1.1.10.	Travel costs incurred for official business in carrying out the program;
·	<b>5.5.1.2.1.1.11</b> .	Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;
	5.5.1.2.1.1.12.	Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space;
	<sup>6</sup> 5.5.1.2.1.1.13.	Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and
	5.5.1.2.1.1.14.	Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.

### 5.6. Leasing:

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations' that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

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### Exhibit B

## 5.6.1. Requirements:

- 5.6.1.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
- 5.6.1.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
- 5.6.1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8)
- 5.6.1.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 5.6.1.13. The Contractor cannot lease a building that it already owns to itself.
- 5.6.1.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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#### Exhibit B

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match. complete weekly or bi-weekly timesheets.

## 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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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:

- 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.
- 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. Gratultios 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 reimbursementin excess of costs:

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Exhibit C - Special Provisions

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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 are 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, payrolts, 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. Comptetion 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 Contract or as costs hereunder the Department shall retein 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 thefollowing 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 contractwithout 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 authonties 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 connaction with the foregoing requirements, the Contractor hereby covenants and egrees 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 Marshaland 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.
- 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

Exhibit C - Special Provisions Page 4 of 5

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 Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 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.

#### 20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expanse 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.

20.5. 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 time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract-will not supplant any existing federal funds available for these services.

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Exhibit C - Special Provisiona Page 5 of 5

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### REVISIONS TO STANDARD CONTRACT LANGUAGE

#### 1. Revisions to Form P-37, General Provisions

- 1.1. Section 4, 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 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.

- 1.2. Section 10, 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.
- 2. Renewal
  - 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language. Contractor Initiats

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### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and subcontractors), 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 subcontractors) 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,

Cancord, 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.

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2 Vendor Initials <u>C.A.</u> Oate 5

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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.
- 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 D if there are workplaces on file that are not identified here.

munity Action Partnership of Strafford County-Vendor Name

Name: Title:

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Exhibit D – Centification regarding Drug Free Workplace Requirements Page 2 of 2



### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

"Temporary Assistance to Needy Families under Title IV-A

\*Child Support Enforcement Program under Tille 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:

- 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 E4.)
- 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.

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Exhibit E - Certification Regarding Lobbying

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

### INSTRUCTIONS FOR CERTIFICATION

- 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 disgualify 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 involuntarity excluded from the covered transaction, unlass 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).
- 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

Exhibit F – Certification Regarding Debarment, Sus	pension
And Other Responsibility Matters	
Page 1 of 2	•

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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 proceeding 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 staten property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental antity (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 lier proposal (contract), the prospective lower lier 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 tower tier covered transactions.

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Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

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

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

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

- the Ornhibus 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 discriminaling 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. pl. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pl. 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. pl. 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.

6/27/14 Rev, 10/21/14

Vendor Initiata



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

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

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

Date

Vendor Name: Community Action Part nership of

Name: Title: 9D

Exhibit G

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6/27/14 Rev. 10/21/14

Page 2 of 2



## 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 tibrary services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Actim Partnership of Strafford Coanty Vendor Name Name Tille: CED

Exhibit H – Certification Regarding Environmental Tobacco Smoka Page 1 of 1

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#### Exhibit

## HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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 <u>Definitions</u>.

- <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>Covered Entity</u> has the meaning given such term in section 160,103 of Title 45,
   Code of Federal Regulations.
- <u>Designated Record Set</u> shall have the same meaning as the term "designated record set" in 45 CFR Section 164,501;
- <u>Data Aggregation</u> shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164,501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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.
- "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. "<u>Privacy Rule</u>" 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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Exhibit I Heelth Insurance Portability Act Business Associate Agreement Page 1 of 6

Vendor Initials (



Exhibit I

- "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164,103.
- m. "<u>Secretary</u>" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- "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.
- <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthonized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. <u>Other Definitions</u> 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.
- 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 egents, 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:
  - 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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Exhibit I Health Insurance Portsbility Act Business Associate Agreement Page 2 of 6

Vendor Initials



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

Exhibit

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- 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
- 7 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6

Vendor initials



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.
  - 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.
  - 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.
  - 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.
    - 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 Health Insurance Portability Act Business Associate Agreement Page 4 of 6

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

Exhibit I

#### (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) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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.
  - <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Vendor Initials



e. <u>Segregation</u>. 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.

Exhibit I

f. <u>Survival</u>. 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.

in Partneiship of Strafford County Department of Health and Human Services The State Signature of Authorized Representative Representative Signature of Authorized Name of Authorized Representative Name of Authorized Representative Chr  $\mathcal{L}\tilde{l}$ U Title of Authorized Representative Title of Authorized Representative Date Date

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Exhibit 1 Health Insurance Portability Act Business Associate Agreement Page 8 of 6

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#### 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 sward
- 3. Funding agency
- 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 Vendor 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 Vendor 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.

nounity Action Partnership of Strafford Country

Name: Title:

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Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Vendor I



FORM A

As the Vendor 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
- 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?

YES

NO

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

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

 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

\_\_\_\_\_YÉS

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

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

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

Name:	Amount:
Name:	Amount:

Exhibit J - Centification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

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Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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.
- "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 Regulrements**

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

 "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.

- \*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.
  - 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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Exhibit K DHHS Information Security Requirements Page 2 of 9

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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.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> 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.
- Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### **DHHS Information Security Requirements**

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

- 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

- 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.
- 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.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-matware utilities. The environment, as a

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Exhibit K DHHS Information Security Requirements Page 4 of 9

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Exhibit K



#### DHHS Information Security Requirements

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

- 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 property destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
  - 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.
  - 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:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K DHHS Information Security Regularements Page 6 of 9

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#### DHHS Information Security Requirements

- 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.
- B. 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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Exhibit K DHHS Information Security Requirements Page 6 of 9

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#### 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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit K DHHS Information Security Requirements Page 7 of 9

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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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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# Exhibit K DHHS Information Security Requirements

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

- VI. PERSONS TO CONTACT
  - A. DHHS Privacy Officer:
    - DHHSPrivacyOfficer@dhhs.nh.gov
  - B. DHHS Security Officer:
    - DHHSInformationSecurityOffice@dhhs.nh.gov

#### V5. Last update 10/09/18

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Exhibit K OHHS information Security Requirements Page 9 of 9

Contractor Initials	lay	2
. Oale	5	3/19

# State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), and as amended on June 30, 2021 (Item #47), 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, increase the price limitation, or 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 1.7, Completion Date, to read: June 30, 2023
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$346,888
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director.
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2 4. Grant Numbers:
    - 1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)
    - 1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)
    - 1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)
    - 1.2.4.4. NH0096L1T002106 (State Fiscal Year 2023)
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:
  - 1.2.7.1. Not to exceed \$346,888.
- 6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		<u>SFY 2020</u>	SFY 2021	SFY 2022	SFY 2023
1.2.8.1.	Leasing Expenses:	\$1,272	\$1,272	\$1,272	\$ 1,272
1.2.8.2.	Supportive Services:	\$83,335	\$83,335	\$83,335	\$83,335
1.2.8.3.	Administrative Expenses:	\$2,115	<u>\$2,115</u>	<u>\$2,115</u>	<u>\$ 2,115</u>
1.2.8.4.	Total Program Amount:	\$86,722	\$86,722	\$86,722	\$86,722

SS-2020-BHS-05-COORD-01-A03

Community Action Program Belknap and Merrimack Counties, Inc. Page 1 of 3



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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 upon the date of Governor and Executive Council approval.

IN WITNES'S WHEREOF, the parties have set their hands as of the date written below,

		State of New Hampshire Department of Health and Human Services	
6/8/2022 Date	· ·	Name: Karen Hebert Title: Division Director	
6/2/2022 Date		Community Action Program Belknap and Merrimack Counties, Inc. Jeanne Lyn Jeanne Lyn Name: Title: Chief Executive Officer	
		· · · ·	
SS-2020-BHS	-05-COORD-01-A03	Community Action Program Belknap	·

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

		OFFICE OF THE ATTORNEY GENERAL
6/9/202	2	Fobyn Gunnino
Date	<u>  .</u>	Name: Robyn Guarino
		Title: Attorney
I hereby ce the State of	rtify that the foregoing Amend New Hampshire at the Meeti	ment was approved by the Governor and Executive Council of ng on: (date of meeting)
		OFFICE OF THE SECRETARY OF STATE
	· · · · · · · · · · · · · · · · · · ·	
Date	•	Name: Title:
	•	1
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SS-2020-BHS	S-05-COORD-01-A03 Communi	ity Action Program Belknap lerrimack Counties, Inc.
A-S-1.0	anu w	Page 3 of 3

# State of New Hampshire Department of State

#### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY 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: 0005774597



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire, this 9th day of May A.D. 2022.

David M. Scanlan Secretary of State Phone (603) 225-3295

Web www.bm-cap.org

Fax (603) 228-1898

(800) 856-5525



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 <u>January 13, 2022</u>, 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, Jill Lesmerises, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors are duly authorized on behalf of <u>Community Action Program Belknap-Merrimack Counties</u>, 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. 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: 6/8/2022

Signature of Elected Officer,

Name: Dennis Martino Title: President, Board of Directors

Rev. 1/13/2022 kth:COA 2022 - dennis martino CONCORD **FPSOM** LACONIA NEWBURY SUNCOOK · ALTON 225-6880 Brook Housing ....... 736-8250 Area Center 524-5512 Newbury Commons Area ( Senior Center Head Start..... Early Head Sta Housing ... Head Start 528-5334 763-0360 Sanio .485-4254 224-6492 few Housing...... 875-3111 FRANKLIN 224-6492 Early Head Star 528.5314 PEMBROKE TILTON 524-768 BELMONT Concord Area end Start 934-2161 225-9092 Marili on Wheel Early Head Start ......934-2161 family Pla 524-5453 ige at Pernbroke Forms Concord Area 225.1985 ... 524-4367 .. 485-1842 Senior Center Housing .... e Pond Place ... WARNER **Riverside Housing** .934-5340 BRADFORD MEREDITH WIC/CSFP PITTSFIELD .,225-2050 krea Center ... 456-2207 Workplace Success 223-2305 279-4096 Senior Center ...... .....435-8482 Head Start. Head Stort. ....435-6618 North Ridge Housing 456-3398 ...435-6611 Early Head Start.

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		<u></u>	1									/29/2022
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		n Street					E-MAIL	a exti:	rts@crossage		: (00070	
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A			+			S2509940		10/01/2021	10/01/2022	PERSONAL & ADV INJURY	s 1,000	0,000
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	X									EACH OCCURRENCE	\$ 5,000	0,000
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# The Vision of

# Community Action Program Belknap-Merrimack Counties Inc.

An agency that creates opportunities for all people to thrive, a partner in building strong, resilient communities, to ensure a more equitable society.

# The Mission of

# Community Action Program Belknap-Merrimack Counties, Inc.

To assist in reducing poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to reach economic stability.

# The Values of

# Community Action Program Belknap-Merrimack Counties, Inc.

We believe all people should be treated with dignity and respect and recognize that structural race, gender, and other inequities remain barriers that must be addressed.

We believe that our communities have the capacity and moral obligation to ensure that no one is forced to endure the hardships of poverty.

We believe that everyone can reach their fullest potential with hope, adequate resources, and opportunities, and we are committed to achieving that vision.

We pledge ourselves to create an environment that pursues innovation and excellence through multi-sector partnership and collaboration.

Equity · Respect · Commitment · Excellence · Hope Community · Caring · Innovation · Opportunity

# The **Promise** of Community Action

Community Action changes people's lives, embodies the spirit of hope, improves communities and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.



# Financial Statements

# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

# FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020 AND INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

# CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

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PROTECTIONAL ASSOCIATION CERTIFIED FUBLIC ACCOUNTANTS WOLFEBORO - NORTH CONWAY HOVER - CONCORD STRATHAM

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 consolidated financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the consolidated statements of financial position as of February 28, 2021 and February 29, 2020, and the related consolidated statements of activities, functional expenses and cash flows, and notes to the consolidated 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 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 Community Action Program Belkhap-Merrimack Counties, Inc. as of February 28, 2021, and the changes in net assets and cash flows for the year, 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 consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as requirements as a whole. The accompanying schedule of expenditures of federal awards, as 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 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 February 14, 2022, 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.

Jeone McDonnel & hokuts Professional association

Concord, New Hampshire February 14, 2022

# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

#### CONSOLIDATED STATEMENTS OF FINANCIAL POSITION FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

		ASSETS		
	RENT ASSETS	,	<u>2021</u>	2020
CUR	Cash		\$ 899,766	\$ 549,026
	Accounts receivable	ł	3,762,809	2,556,855
	Inventory		55,895	22,916
	Prepaid expenses		73,709	44,159
	Investments		127,996	110,078
			•	
	Total current assets		4,920,175	3,283,034
PRO	PERTY			
	Land, buildings and Improvements		7,148,516	5,644,770
	Equipment, furniture and vehicles		6,117,020	5,652,539
	Construction in process		18,126	<u> </u>
	Total property		13,281,662	11,197,309
	Less accumulated depreciation		7,639,290	. 6,695,428
	Property, net		5,642,372	4,501,881
отні	ER ASSETS			
01,1	Cash escrow and reserve funds		65,437	· · · _
	Tenant security deposits		6,881	-
	Due from related party			139,441
	Total other assets		72,318	139,441
	TOTAL'ASSETS		\$ 10,634,865	<u>\$7,924,356</u>
	LIABILI	TIES AND NET ASSETS		
CUR	I RENT LIABILITIES		• .	
. ·	Current portion of notes payable		\$ 213,444	\$ 201,245
	Line of credit		380,028	550,000
	Accounts payable		1,525,832	1,160,635
	Accrued expenses		788,951	757,999
	Refundable advances		1,036,941	1,084,516
	Total current liabilities		:3,945,196	3,754,395
LON	G TERM LIABILITIES			
	Paycheck Protection Program loan		1,935,300	-
	Notes payable, less current portion sho	wn above	939,697	814,253
	Tenant security deposits		6,881	
	Total Nabilities		-6,827,074	4,568,648
NET	ASSETS			
19	Without donor restrictions		2,758,959	2,992,894
	With donor restrictions		1.048.832	362,814
	Total net assets		3,807,791	3,355,708
	TOTAL LIABILITIES AND NET A	SSETS	\$ 10,634,865	<u>\$ 7/924,356</u>
		nŝolidated Financial Sta		

## COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES. INC.

### CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED FEBRUARY 28, 2021

1	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	Total
REVENUES AND OTHER SUPPORT			,
Grant awards	\$ 20,625,325	\$-	\$ 20,625,325
Rental income	123,657	-	123,657
Other funds	2,375,403	3,733,525	6,108,928
In-kind	490,035	-	490,035,
United Way	5,297	) -	·5,297
Interest income	383	-	383
Realized gain on sale of equipment	3,500	. <u> </u>	3,500
Total revenues and other support	23,623,600	3,733,525	27,357,125
NET ASSETS RELEASED FROM			
RESTRICTIONS	3,047,507	(3,047,507)	- <u></u>
Total	26,671,107	686,018	27,357,125
EXPENSES			
Salaries and wages	9,010,668	-	9,010,668
Payroll taxes and benefits	2,538,067	-	2,538,067
Travel	145,913	-	145,913
Occupancy	1,429,443	_	1,429,443
Program services	11,796,741	-	11,796,741
Other costš	1,599,972	-	1,599,972
Depreciatión	458,009	-	458,009
In-kind	490,034		490,034
Total expenses	27,468,847	÷	27,468,847
CHANGE IN NET ASSETS BEFORE GAIN ON			
INVESTMENT IN LIMITED PARTNERSHIP	(797 <sub>1</sub> 740)	686,018	(111,722)
GAIN ON INVESTMENT IN LIMITED PARTNERSHIP	64,397	<u> </u>	
CHANGE IN NET ASSETS	(733,343)	686,018	(47;325)
NET ASSETS, BEGINNING OF YEAR	2,992,894	. 362,814	3,355,708
NET ASSETS TRANSFERRED FROM LIMITED	499,408	<b>.</b>	499,408
NET ASSETS, END OF YEAR	<u>\$ 2,758,959</u>	\$_1,048,832	\$ 3,807,791

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# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

# STATEMENT OF ACTIVITIES FOR THE YEAR ENDED FEBRUARY 29, 2020

			thout Donor estrictions	With Donor <u>Restrictions</u>	Total
REVENUES A	ND OTHER SUPPORT				
Grant awan Other funds In-kind United Way	ds	\$	18,276,247 2,437,366 920,759 11,938	\$ 	\$ 18,276,247 5,423,387 920,759 11,938
Total rev	enues and other support		21,646,310	2,986,021	24,632,331
· NET ASSETS	RELEASED FROM		3,130,622	(3,130,622)	4
Total			24,776,932	(144,601)	24,632,331
EXPENSES		•			
Salaries an	d wages		9,213,867	-	9,213,867
	s and benefits		2,508,455	-	2,508,455
Travel			322,894		322,894
Occupancy			1,393,046	-	1,393,046
Program se			9,231,697	i <b>-</b> a	9,231,697
Other costs			1,634,451	-	1,634,451
Depreclatio	n ·		401,166	-	401,166
In-kind			920,759		920,759
Total exp	peņses	- <u></u>	25,626,335		25,626,335
CHẠNGE IN	IET ASSETS		(849,403)	(144,601)	(994,004)
NET ASSETS	BEGINNING OF YEAR	·	3,842,297	507,415	4,349,712
	, END OF YEAR	5	2,992,894	<u>\$ 362,814</u>	<u>\$ 3,355,708</u>

# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

# CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED FEBRUARY 28, 2021

			<u>Program</u>	<u>Ma</u>	nagement		<b>Total</b>
Salaries and	wages	5	8,423,286	\$	587;382	\$,	9,010,668
Payroll taxes			2,308,290	•	229,777		2,538,067
Travel			145,104		809		145,913
Occupancy			1,293,121		136,322		1,429,443
Program Ser	vices		11,796,741		-		11,796,741
Other costs:							
Accountin	g fees		-		80,013		80,013
Legal fees			19,604		-		19,604
Supplies			165,804		30,710		196,514
Postage a	nd shipping		56,087		8,986		65,073
Equipmen	t rental and maintenance		6,736		-		6,736
Printing ar	nd publications		34,562		3,551		38,113
	es, conventions and meetings		632				632
Interest	• • • • • • -		39,595		22,938		62,533
Insurance			123,704		27,528		151,232
Membersh	ip fees		10,040		7,019		17,059
Utility and	maintenance		190,837		62,549		253,386
Computer	services		47,178		8,660		55,838
Other			584,982		68,257		653,239
Depreciation			458,009		-		458,009
In-kind			490,034		-		490,034
Total fu	nctional expenses	\$	26,194,346	\$	1,274,501	` <b>\$</b>	27,468,847

# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES. INC.

### STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED FEBRUARY 29, 2020

			Program	<u>Mar</u>	nagement		Total
Salaries and	 wages	\$	8,797,236	\$	416,631	\$ <sup>:</sup>	9,213,867
Payroll taxes			2,468,991		39,464		2,508,455
Travel			322,870		24		322,894
Occupancy			1,225.265		167,781		1,393,046
Program Serv	lices		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 ar	nd shipping		19,055		34,399		53,454
	rental and maintenance		3,627		275		3,902
Printing an	d publications		27,109		6,562		33,671
Conference	es, conventions and meetings		27,248		4,662		31,910
Interest	• • • • •		57,543		15,712		73,255
Insurance			133,619		5,949	-	139,568
Membersh	ip fees		12,862		7,586		20,448
Utility and	mainténance		170,336		48,114		218,450
Computer			51,908		-		51,908
Other			663,656		27,502		691,158
Depreciation			401,166		-		401,166
In-kind		_	920,759				920,759
Total fu	nctional éxpenses	<u>\$</u>	24,750,200	<u>\$</u>	876,135	<u>\$</u>	25,626,335

# See Notes to Consolidated Financial Statements

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# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

# CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

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		<u>2021</u>		2020	
CASH FLOWS FROM OPERATING ACTIVITIES			、		
Change in net assets	.\$	(47,325)	.\$.	(994,004)	
Adjustments to reconcile change in net assets to	·			(	
net cash used in operating activities:					
Depreciation		458,009		401,166	
Interest on deferred financing costs		484		-	
Realized gain on sale of equipment		(3,500)		-	
Gain on investment in limited partnership		(64,397)		-	
Decrease (increase) in current assets:					
Accounts receivable		(1,203,458)		(235,814)	
Inventory		(32,979)		(116)	
Prepaid expenses		(18,723)		8,473	
Décréase (increase) in current liabilities:					
Accounts payable		356,371		91,470	
Accrued expenses		23,890		(308,749)	
Refundable advances		(47,575)		86,184	
NET CASH USED IN OPERATING ACTIVITIES	· <u> </u>	(579,203)		(951,390)	
CASH FLOWS FROM INVESTING ACTIVITIES					
Proceeds from sale of property		3,500			
Additions to property		(618,410)		(268,634)	
Investments		(17,918)		. (7,556)	
NET CASH USED IN INVESTING ACTIVITIES		(632,828)	, <del></del>	(276,190)	
CASH FLOWS FROM FINANCING ACTIVITIES	· ·				
Paycheck Protection loan proceeds		1,935,300		-	
Net repayments on line of credit		(169,972)		550,000	
Repayment of long term debt		(199,152)		(185,156)	
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u></u>	1,566,176	,	364,844	
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH		354,145		(862,736),	
CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR		549,026		1,411,762	
CASH AND RESTRICTED CASH TRANSFERRED FROM		eo ñon			
		62,032	·	<u></u> `,	
CASH AND RESTRICTED CASH BALANCE, END OF YEAR	5	965,203	<u>\$</u>	549,028	

#### COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES. INC.

# CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

	2021	2020
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: Cash paid during the year for interest	<u>\$ 62,533</u>	<u>\$ 73,255</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACT	IVITIES	
Transfer of assets from newly consolidated LP: Accounts receivable Prepaid expenses Property, net Security deposits	\$ 2,496 10,827 980,089 8,132	* <b>\$</b>
Total transfer of assets from newly consolidated LP	<u>\$ 1,001,544</u>	<u> </u>
Transfer of liabilities from newly consolidated LP: Accounts payable Accound expenses Security deposits Note payable	\$ 8,825 7,062 8,132 <u>336,311</u>	<b>5</b> -, -, -
Total transfer of liabilities from newly consolidated LP	<b>\$</b> 360,330	<u>s</u>
Total transfer of partners' capital from newly consolidated LP Partnership capital previously recorded as investment in related parties	\$ ,499,408 203,838	\$
Total transfer of partners' capital from newly consolidated LP	<b>\$</b> 703,246	<u>s                                    </u>

# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

# 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

# Nature of Organization

Community Action Program Belknap – 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.

# Principles of Consolidation

The consolidated financial statements include the accounts of Community Action Program of Belknap-Merrimack Counties, Inc., and the following entities as Community Action Program of Belknap-Merrimack Counties, 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 basic consolidated financial statements.

Sandy Ledge Limited Partnership

CAP BMC Development Corporation

# Basis of Accounting

The accompanying consolidated 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.

# **Basis of Presentation**

The consolidated 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:

<u>Net assets without donor restrictions</u> 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.

<u>Net assets with donor restrictions</u> 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.

# <u>COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.</u>

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

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 consolidated statements of activities.

The Organization had net assets with donor restrictions of \$1,048,832 and \$362,814 at February 28, 2021 and February 29, 2020, respectively. See Note 13.

#### Income Taxes

Community Action Program of Belknap-Merrimack Counties, Inc. 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 subject to examinations by tax authorities for three years.

CAP BMC Development Corporation is taxed as a "C" Corporation under the Internal Revenue Code. The Corporation accounts for deferred income taxes under the asset and liability method in accordance with Accounting Standards Codification No. 740 (ASC 740), "Accounting for Income Taxes". The objective of this method is to establish deferred tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at the enacted tax rate expected to be in effect when such amounts are realized or settled. ASC 740 also required deferred tax assets and liabilities: The Corporation has no federal net operating loss carryforwards available at February 28, 2021 and 2020.

Sandy Ledge Limited is taxed as a partnership. Federal income taxes are not payable, or provided by the partnership. 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 (ASC 740), Accounting for Income Taxes, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in consolidated financial statements. The Organization has analyzed its tax position taken on its income tax returns for the past three years, and has concluded that no additional provision for income taxes is necessary in the Organization's consolidated financial statements.

# <u>COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.</u>

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

# 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 consolidated 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 consolidated 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 consolidated statements 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.

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 yearend:

	2021	<u>2020</u>
Cash, operations Cash escrow and reserve funds	\$ 899,766 <u>65,437</u>	\$  549,026
Total cash and restricted cash	<u>\$ 965,203</u>	<u>\$_549,026</u>

### 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 consolidated financial statements since the recognition criteria under FASB ASC No. 958 were not met.

# <u>COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.</u>

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

### In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying consolidated 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 \$490,035 and \$920,759 in donated facilities, services and supplies for the years ended February 28, 2021 and February 29, 2020, 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 \$18,937 and \$52,181 for the years ended February 28, 2021 and February 29, 2020, 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 \$471,098 and \$868,578 for the years ended February 28, 2021 and February 29, 2020, respectively.

### Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2021 and February 29, 2020 totaled \$14,287 and \$46,899, respectively.

#### <u>Inventory</u>

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.

# New Accounting Pronouncement.

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606). The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Organization adopted the new standard effective March 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for the applicable revenue streams; as such, no cumulative effect adjustment was recorded.

#### Revenue Recognition

Amounts received from conditional grants and contracts 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.

# COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

# Program Service Revenue

Program service revenue is recognized as revenue when the services are performed.

# Rental Revenue

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due, and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain the lease will be expensed as incurred.

# Performance Obligations and Contract Assets and Liabilities

The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. Contract assets for the year ended February 28, 2021 were \$2,378. Contract liabilities for the year ended February 28, 2021 were \$911. There were no contract assets or liabilities for the year ended February 29, 2020.

# Functional Allocation of Expenses

The costs of providing the various programs and other activities have been presented in the Consolidated 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.

# Expense

# Method of allocation

Wages and benefits Depreciation All other expenses Time and effort Actual assets used by program Direct assignment

# 2, LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 28, 2021 and February 29, 2020.

Financial assets at year end:	<u>2021</u>	2020
Cash and cash equivalents, undesignated Accounts receivable Investments Cash escrow and reserves	\$ 889,766 3,762,809 127,996 65,437	\$ 549,026 2,556,855 110,078
Total financial assets	 4,846,008	 <u>-3,215,959</u> ;

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

Less amounts not available to be used within one year. Net assets with donor restrictions Reserve funds	1,048,832 60,212	362,814
Amounts not available within one year	<u>1,109,044</u>	362,814
Financial assets available to meet general expenditures over the next twelve months	<u>\$3,736,964</u>	<u>\$_2,853,145</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating. expenses which approximates \$4,360,000 and \$3,995,000 respectively, at February 28, 2021 and February 29, 2020. The Organization has a line of credit with \$219,972 and \$50,000, available to borrow on, at February 28, 2021 and February 29, 2020, respectively.

## 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 28, 2021 and February 29, 2020. 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 \$1,036,941 and \$1,084,516 as of February 28, 2021 and February 29, 2020, respectively.

## 5. <u>RETIREMENT PLAN</u>

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 28, 2021 and February 29, 2020 totaled \$193,103 and \$181,057, respectively.

#### 6. <u>LEASED FACILITIES</u>

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 28, 2021 and February 29, 2020, the annual lease expense for the leased facilities was \$542,317 and \$546,861, respectively.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

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

Year Ended February 28	Amount
2022	\$ 472,703·
2023	445,235
2024	411,834
2025	245,038
2026 <sup>,</sup>	88,76Ż
Thereafter	<u>776,979</u>
Total	<u>\$2.440.551</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 \$415,580 and \$341,532 at February 28, 2021 and February 29, 2020, 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 (4.75% at February 28, 2021 and February 29, 2020) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2021, There was a balance of \$200,000 outstanding at February 29, 2020.

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 (2.62% and 4.02% at February 28, 2021 and February 29, 2020, respectively). The line is secured by all the Organization's assets. There was a balance of \$380,028 and \$350,000 outstanding at February 28, 2021 and February 29, 2020, respectively.

# 9. CONCENTRATION OF RISK

For the years ended February 28, 2021 and February 29, 2020, approximately \$11,400,000 (42%) and \$12,100,000 (49%), 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

# 10. LONG TERM DEBT

Long term debt consisted of the following as of February 28, 2021 and February 29, 2020:

2020:		
	2021	<u>2020</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.	\$ <sup>(</sup> 225,459	\$ 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.	375,827	520,492
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.	50,507	57,848
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.	164,553	204,899
Non-interest bearing note payable by Sandy Ledge to New Hampshire Housing deferred until June 1, 2034 or until the project is sold or refinanced or surplus cash is available. The note is collateralized by a mortgage on real estate.	343,081	/
Total long-term debt before unamortized deferred financing cost	1,159,427	1,015,498
Unamortized deferred financing costs	(6,286)	<del>.</del>
Less amounts due within one year	1,153,141 213,444	1,015,498 201,245
Long term portion	<u>\$    939.697</u>	<u>\$     814.253</u>

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

The scheduled maturities of long-term debt as of February 28, 2021 were as follows:

Year Ending February 28	Amount
2022	\$ 213,444.
2023	226,567
2024	146,511
2025	16,749
2026	17,517
Thereafter	532,353
	<u>\$ 1.153.141</u>

## 11. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2021 and February 29, 2020:

	<u>2021</u>	- <u>2Ö20</u>
Land Building and improvements Equipment and vehicles Construction in process	\$279,340 6,867,176 6,117,020 <u>18,126</u>	\$ 168,676 5,376,094 5,652,539
Less accumulated depreciation	13,281,662 7,639,290	11,197,309 <u>6,695,428</u>
Property and equipment, net	<u>\$ 5,642,372</u>	<u>\$ 4,501,881</u>

Depreciation expense for the years ended February 28, 2021 and February 29, 2020 ... totaled \$458,009 and \$401,166, respectively.

# 12. <u>CONTINGENCIES</u>

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 28, 2021.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

## 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of February 28, 2021 and February 29, 2020:

		2021		2020
NH Food Pantry Coalition	\$	663	\$	663
Senior Center		142,817		141,114
Elder Services		499,201		2,867
Mary Gale		-		24,082
NH Rotary Food Challenge		5,058		5,068
Summer Feeding		60,433		18,840
Common Pantry		5,512		4,764
Caring Fund		8,791		9,064
Agency – FAP		2,604		4,751
Agency Head Start		224,847		145,747
Agency – FP/PN		87,387		-
Community Crisis		350		2,550
Other Programs		11,169		3,304
Total net assets with donor restrictions	<u>\$ 1</u>	.048.832 <sup>°</sup>	<u>\$</u>	362,814

# 14. RELATED PARTY TRANSACTIONS

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

## Related Party

Belmont Elderly Housing, Inc. Epsom Elderly Housing, Inc. Alton Housing for the Elderly, Inc. Pembroke Housing for the Elderly, Inc. Newbury Elderly Housing, Inc. Kearsarge Elderly Housing, Inc. Riverside Housing Corporation Twin Rivers Community Corporation Ozanam Place, Inc. Function

HUD Property Property Development Transitional Supportive Services Low Income Housing Tax Credit Property

TRCC Housing Limited Partnership I

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

The total amount due from the related parties (collectively) at February 28, 2021 and February 29, 2020 was \$181,384 and \$198,763, 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 \$126,996 and \$109,078 at February 28, 2021 and February 29, 2020, 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.

Lével 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 28, 2021 and February 29, 2020, the Organization's investments were classified as Level 1 and were based on fair value.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

#### Fair Value Measurements using Significant Observable Inputs (Level 1)

		<u>2021</u>		2020	
Beginning balance – mutual funds Total gains – mutual funds	\$	109,078 17,918	\$	101,522 7 <u>,556</u>	
Ending balance – mutual funds	` <u>\$</u>	126,996	<u>\$</u> .	109.078	

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 28, 2021 and February 29, 2020.

# 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. PAYCHECK PROTECTION PROGRAM

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 ten months.

## 19. 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 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.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

# 20. TRANSFER OF PARTNERSHIP INTEREST

During the year ended February 28, 2021, Community Action Program of Belknap-Merrimack Counties, Inc. acquired a partnership interest in a low-income housing limited partnership, Sandy Ledge.

The following is a summary of the assets and liabilities of the partnership at the date of acquisition.

Date of Transfer	<u>03/01/2020</u>
Cash Cash réserves Accounts receivable Prepaid expenses Property, net Other assets	\$3,793 58,239 2,496 10,827 980,089 8,132
Total assets	<u>\$ 1.063.576</u>
Note payable Other liabilities	\$ 336,311 24,019
Total liabilities	360,330
Partners' capital	703,246
Total liabilities and Partners' Capital consolidated	<u>\$1.063.576</u>

## 21. SUBSEQUENT EVENTS

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Subsequent events are events or transactions that occur after the consolidated statement of financial position date, but before the consolidated financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the consolidated statement of financial position date, including the estimates inherent in the process of preparing consolidated financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the consolidated statement of financial position date, but arose after that date. Management has evaluated subsequent events through February 14; 2022, the date the consolidated financial statements were available to be issued.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

On September 14, 2021, the Organization received partial forgiveness in the amount of \$1,615,427. The remaining \$312,873 has been converted to a loan, due in 44 monthly payments of principal and interest at a rate of 1%. The loan will mature in April 2025.

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#### COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES. INC.

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SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED FEBRUARY 78, 2021

FEDERAL GRANTOR				FEDERAL	PASSED THROUGH	
PROGRAM TITLE	NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	EXPENDITURES	TO SUB-RECIPIENTS	
US DEPARTMENT OF HEALTH AND HUMAN SERVICES			-			
HEAD START CLUSTER	•					
Head Start	93.600		01CH2052-05-01 & 01CH011357	\$ 4,317,920		
Head Starl	83.000	State of New Hamoshine	NONE PROVIDED	228,000		
			TOTAL	4,545,920		
Low income Home Energy Assistance Program			· · · · · · · · · · · · · · · · · · ·			
CV-Low Income Home Energy Assistance Program	83.568	Sizte of New Hampshire	01-02-02-0247010-77050000	3,767,213		
Low Income Home Energy Assistance Program WX.	93.568	State of New Harripshire	01-02-02-0247010-77050000	62,609 182,700		
Cow income mone cristly, resistance integrammy A	93.568	State of New Hampebire	01-02-02-0247010-77050000	4,012,612		
			TOTAL	4,012,012		
Community Services Block Grant	93,569	State of New Hampshire	05-095-045-450010-7148	474,958	× .	
CV-Community Services Block Grant	93.569	State of New Hampshire	05-095-045-450010-7148	32,698		
	•		TOTAL	507,856		
Social Services Block Grant-Home Delivered & Congregate Meals	93.067	State of New Hampshire	05-95-48-481010-9255	251,929		
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	8,963		
		···· · · · · · ·	TOTAL	270,802		
Temporary Assistance for Needy Families-Family Planning	00.550	Dense of the second		•	-	~
Temporary Assistance for Needy Pameus-Pamay Planning Temporary Assistance for Needy Families-Workplace Success	93.558 93.558	State of New Hampshire Southern New Hampshire Services	05-85-45-450010-8148 05-85-45-450010-81270000	1,048 148,712		
Terretorial y residue to the ready i drates violation a sources	30,000	Sources new management corvices				
ÂGING CLUSTER			CLUSTER TOTAL	149,760		
Title III, Part B-Senior Transportation	93.044	State of New Harnoshire	05-95-48-481010-7872	86,770	•	
Title III, Part C-Congregata Meals	93.045	State of New Hampshire	05-95-48-481010-7872	82,687	~	
Title III, Part C:Home Delivered Meals	93.045	State of New Hampshire	05-95-48-481010-7877	693,717		
NSIP	93,053	State of New Hampshire	1056477	184,447		
			CLUSTER TOTAL	1,047,621		
HILD CARE AND DEVELOPMENT FUND CLUSTER						
Child Care & Development Block Grant	93.575	State of New Hampshire	NONE PROVIDED	414,145		
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire	NONÉ PROVIDED	68,127		
			CLUSTER TOTAL	482,272		
IEDICAID CLUSTER						
Medical Assistance Program	93.778	State of New Hampshire	102-500731	82,099		
Medical Assistance Program - Veterans	93.778	Gateways Community Services		52,977		
			CLUSTER TOTAL	135,076		•
Family Planning - Services	93,217	State of New Hampshire	05-95-90-002010-5530	63,101		
Public Health Emergency Response:						
Cooperative Agreement for Emergancy Response: Public Health	93.354	State of New Hampshire	U62PS003655	2,481		
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	05-95-042-421010-29580000	102,217		
National Family Caregiver Support, Title III, Part E-Service Link	93,052	State of New Hampshire	102-500731	51,110		
Special Programs for Aging, Title IV-Sarvice Link	93,048	State of New Hampshire	102-500731	13,705		
State Health Insurance Assistance Program	93.324	State of New Hampshire	102-500731	14,788		
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	5,367		
US DEPARTMENT OF AGRICULTURE			HH5 TOTAL	\$11,404,978		
20 DELANIMENT OF AGRICULIONE						
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	184NH703W1003	\$ 641,527		
Senior Farmers Market	10.576	State of New Hampshire	05-95-90-902010-52600000	81,091		
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	96,798		
OF A MICHIGAN OF LOTED						
CHILD NUTRITION CLUSTER Summer Food Service Program For Children	10.559	State of blass blanching	NONE DOCIDED	147 517		
OCHEVELLOOD SERVICE LIOOLSHI LOL CHEEDER	(U.33)	State of New Hampshire	NONE PROVIDED	143,617		

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- See Notes to Schedule of Exponditures of Federal Awards

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	FEDERAL GRANTOR/ PROGRAM TITLE	Assistance Listing	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	Continued PASSED THROUGH TO SUB-RECIPIENTS	
		NURDER	FRSS TRADUCT CRAFTOR STARLE	DENTIFIC HOMOER	CAPENDITUDED	10 300-ACCIPICATO	
	FOOD DISTRIBUTION CLUSTER Commodity Supplemental Food Program		- State of New Hampehire	05-95-90-902010-52600000		\$ 893,224	
	Emergency Food Assistance Program-Administration CV-Emergency Food Assistance Program-Administration Emergency Food Assistance Program CV-Emergency Food Assistance Program	10.568 10.568 10.569 10.569	State of New Hampshire State of New Hampshire State of New Hampshire State of New Hampshire State of New Hampshire	81750000 81750000 81750000 81750000 CLUSTER TOTAL	406,707 385,238 1,206,383 1.000,215 4,282,254	83,363 1(206,383 / 1,090,215)	<u> </u>
	Trada Milligstion	10,178	State of New Hampshire	NONE PROVIDED	2 025,033	1,023,324	
	CORPORATION FOR NATIONAL & COMMUNITY SERVICES		· · · · · · · · · · · · · · · · · · ·	USDA TOTAL	<u>\$ 7 270,320</u>	\$ 5,276,509	
	FÖSTER GRANDPARENTS/SENIOR COMPANION CLUSTER Senior Companion Program	94,016		16SCANHOO1	<u>\$ 389,298</u> \$ 389,298		
	US DEPARTMENT OF TRANSPORTATION						
	Formula Grants for Rural Areas-Concord Transit	20.509	State of New Humpshire-Department of Transportation	NH-18-X046	\$ 689,104	•	
	TRANSIT SERVICES PRÓGRAMS 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-Rural Transportation Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Onivers	20,513 20,513 20,513 20,513	State of New Hampshire-Department of Transportation State of New Hampshire-Department of Transportation Easter Seals Merrimsch County	NH-18-X043 NH-18-X043 'IL-2019-27-00 NH-65-X001 CLUSTER TOTAL	6,199 57,501 8,661 119,567 192,928		
				DOT TOTAL	5 082,032		
	US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT						
	Emergency Solutions Grant CV-Emergency Solutions Grant	14,231 14,231	State of New Hampshire State of New Hampshire	0 <del>5-85-42-423010-7927</del> 05-85-42-423010-7927 TOTAL	\$ 175,488 23,075 198,563		
	Continuum of Care Program Continuum of Care Program	· 12.267 14.267	State of New Hampshire State of New Hampshire	05-95-42-423010-7927-102-500731 05-95-42-423010-7927-102-500731 TOTAL	197,935 84,421 282,356		
				HUD TOTAL	<u>\$                                    </u>		
	US DEPARTMENT OF ENERGY						
	Weatherization Assistance for Low Income Persons	81,042	State of New Hampshire	01-02-02-024010-77060000 DOE TOTAL	<u>\$                                    </u>		
	Senior Community Service Employment Program	17,235	State of New Hampshire	03-22-22-330510-1453000	\$ 438,470		
	WIANVIOA CLUSTER				• • • • • • • • • • • • • • • • • • • •		
	WIAWIOA - Adult Program WIAWIOA - Dislocated Worker Formula Grants	17.258 17.278	Southern New Hampshire Services Southern New Hampshire Services	0510-53360000-102-500731 0510-53360000-102-500731 CLUSTER TOTAL	55,817 17,192 73,009		
	U.S. DEPARTMENT OF THE TREASURY			DOL TOTAL	\$ 511,479		
	Coronavirus Relief Fund Coronavirus Relief Fund	21.019 21.019	State of New Hampshire State of New Hampshire	SS-2021-BHS-03-HOUSI-02 Veterans	\$ 2,212,383 16,006		
•			:	US TREASURY TOTAL	<u>\$ 2,230,389</u>		
	See Notes to the Schedule of Expenditures of	Federal Awards.		TOTAL	<u>\$ 23,389,233</u>	<u>\$ 5,276,509</u>	

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# SUPPLEMENTAL INFORMATION

# (See Independent Auditors' Report)

# NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED FEBRUARY 28, 2021

# 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 28, 2021. 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.



CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO + NORTH CONWAY DUVER - CONCORD STRATHAM

#### 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 28, 2021, 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 February 14, 2022.

#### 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 2021-001 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.

Jeone Mesonnell & Roberts Probessional association

Concord New Hampshire February 14, 2022



CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO + NORTH CONVAY DOVER + CONCORD STRATHAM

#### 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 28, 2021. 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 28, 2021.

#### 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 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 is a deficiency, or a combination of deficiencies, in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance is a deficiency, or a combination of deficiencies, 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.

Frone Mitomide & Roberts Profissional association

Concord, New Hampshire February 14:2022

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# SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED FEBRUARY 28, 2021

## SUMMARY OF AUDITORS' RESULTS

- 1. The additors' 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, Medical Assistance Program 93.778, National Family Caregiver Support, Title III, Part E 93.052, U.S. Department of Agriculture, Food Distribution Cluster, 10.565, 10.568, 10.569, U.S. Department of the Treasury, Coronavirus Relief Fund, 21.019.

- 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

2021-001

Condition The financial statements presented to the auditor at the beginning of fieldwork included accounts that had not been reconciled accurately or in a timely manner.

*Criteria*: The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis.

Cause: Significant turnover in the fiscal department of the organization.

Effect: Significant audit and late client entries were recorded to ensure accurate account balances.

Recommendation: The auditors recommend that the financial close process includes a review and reconciliation of all significant accounts.

# FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None



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

February 14, 2022

Phone (603) 225-3295

Webwww.bm-cap.org

Fax (603) 228-1898

(800) 856-5525

Finding 2021-001:

<u>Plan</u>: Going forward all reconciliations will be completed in a timely manner. This will ensure any errors and omissions will be caught and corrected timely. All accounts will be reviewed and reconciled before fieldwork begins. This will eliminate the need for significant audit and late client entries.

Anticipated Completion Date: 2/14/2022

Contact: Jill Lesmerises, CFO

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## SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED FEBRUARY 28, 2021

## 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.

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: Open - See 2021-001.

Effective May 12, 2022

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# **BOARD OF DIRECTORS**

Dennis Martino, <i>President</i>	Theresa M. Cromwell
Chris Pyles, Vice President	Kathy Goode
Safiya Wazir, <i>Treasurer</i>	Sara A. Lewko
A. Bruce Carri, Secretary/Clerk	David Siff, Esq.
Heather Brown	David Croft, Sheriff
Ashley Reed	

Curren<sup>1</sup>t fiscal year (3/1/22 - 2/28/23) board meetings - 3/10/22, 5/12/22, 9/8/22, 11/10/22, 1/12/23

# Jeanne Agri

#### PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

#### WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH Executive Director

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

#### Southern New Hampshire Services, Manchester, NH Education and Nutrition Operations Director

2016 - 2018

2018-present

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to
- maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans
   2001-2016
   2001-2016

## Director of Child Development Programs

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customerexpectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

#### Quality Assurance Director/Co-Director for Child Development Programs

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

#### Area Manager / Education Manager

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

#### Child Care Center Director/Site Manager

- · Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- · Ensure program compliance with codes of state and local licensing agencies and grant requirements

#### New Hampshire Technical College, Nashua, NH Instructor

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
  - Planned and organized instruction to maximize documented student learning
  - Employed appropriate teaching and learning strategies to communicate subject matter to students
  - Modified, where applicable, instructional methods and strategies to meet diverse student needs

#### **EDUCATION**

Southern New Hampshire University, Manchester, NH Master's in Business Administration

Notre Dame College, Manchester, NH Bachelors of Arts in Elementary Education June 2017

1981

# 1997 - 1999

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1999-2001

Gere

1995-1997

1995-1997

# Jill Lesmerises

# <u>Profile</u>

Experienced and self-motivated Accounting Professional bringing forth over 30 years of valuable progressive non-profit experience. Looking for an opportunity to use my non-profit experience to help guide an organization. Areas of experience range from cash management, bank reconciliations, accounts receivable, fixed assets, accounts payable, payroll, audit preparation, budget preparation, monitoring subrecipients, 403B pension compliance and audit preparation, employee benefits, and system implementations.

#### **Employment Experience**

#### 10/21 - Present

#### Chief Fiscal Officer, Community Action Program Belknap-Merrimack Counties, Inc.

CAPBM is a not-for-profit with 25 million in revenue with 11 legal entities. The Agency has over 300 employees and holds 8 million in assets.

Oversee the daily activities of 6 fiscal staff, conduct budget meetings, prepare work papers for annual audit for agency and 10 housing projects, manage the daily cash flow of the agency and 10 housing projects, prepare paperwork for monitorings conducted by various funding sources, and review accounts payable input, journal entries, accounts receivable input, and monthly billings.

#### 10/17 - 12/21

#### Senior Accountant, Southern New Hampshire Services, Inc.

Southern New Hampshire Services is a not-for-profit with 49 million in revenue with 30 legal entities. The Agency has over 400 employees and holds 84 million in assets.

Conduct monthly budget meetings, bill funding sources monthly, prepare work papers for annual audit, monitor subrecipients, prepare paperwork for monitoring conducted by various funding sources, review accounts payable input and manage daily workflow, provide backup for accounts payable and fuel assistance payable positions, prepare surveys for various governmental agencies, prepare ACA forms, prepare paperwork for 403B annual audit and file 5500, member and secretary of the 403B Committee, instrumental in getting PaperSave up and running within the Fiscal Department, prepare work papers for 26 housing programs

#### 11/02 + 10/17

#### Staff Accountant, Community Action Program Belknap-Merrimack Counties, Inc.

At the time of my employment, Community Action Program Belknap-Merrimack Counties was a not-forprofit with 20 million in revenue. The Agency had over 479 employees and held over 7 million in assets.

Reconciled 36 bank accounts, billed funding sources monthly, prepared work papers for annual audit, prepared paperwork for monitoring by various funding sources, prepared and entered journal entries, reconciled general ledger accounts, reviewed daily accounts payable input, entered cash receipts in A/R system, provided backup for both payroll and accounts payable/receivable positions, managed daily workflow, and trained new accounting staff members

#### 1/00 - 9/02

#### Account Supervisor (for 2 Companies), Whole Life, Inc.

Whole Life, Inc. is a not-for-profit with 6 million in revenue. The Agency had over 140 employees and held over 4 million in assets.

Prepared monthly and quarterly reports, yearly budgets, monthly invoices, work papers, and cost reports, prepared and entered journal entries, reconciled general ledger accounts, and billed Medicaid

#### 9/98 - 1/00

#### Account Receivable Clerk (for 4 Companies), CSN Financial, Inc.

Coded cash receipts, prepared monthly invoices, and prepared accounts receivable and revenue work papers

#### 5/93~9/98

#### Assistant Controller, Biosystems, Inc.

Collected past due accounts receivable both foreign and domestic, provided switchboard relief, handled petty cash funds, audited salesmen expenses, cut accounts payable checks, prepared journal entries, performed payroll functions

#### 3/88 - 5/93

#### **Business Officer, The Caring Community of Connecticut, Inc.**

The Caring Community of Connecticut is a not-for-profit with 18 million in revenue.

Answered phones, filed correspondence, handled petty cash funds, typed correspondence, coded cash receipts and disbursements, reconciled bank accounts, screened job applicants, prepared work papers, and participated in administrator on-call program

## **Educational Background**

#### 1996-2000

**Bachelor Degree in Accounting, Eastern Connecticut State University** Graduated cum laude

#### 1992-1996

Associate Degree in Accounting, Three Rivers Community Technical College Named to Dean's list, graduated with high honors

#### 1981-1985

Merrimack Valley High School

Member of National Honor Society, named to Honor Roll for 3 years

#### Volunteer Work

1/17 – Present

Director on The Loudon Communications Council

Council is responsible for the distribution of a monthly newspaper to the residents of Loudon and to maintain the Town of Loudon NH website. Also served as Treasurer of the Council for 2 years.

# **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.

- Responsble 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 - Multimedia 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 Outrcach & 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.

#### Walth'am 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

Owen	
Owen Westover	
_	
Skills	At Home Work Presentation - Building Rapport - Communication - Customer De-escalation - Customer Engagement - Data Privacy - Expectation Setting - Multi-Tasking - Peer Mentoring - Problem Solving - Product Presentation - Public Speaking - Sales - Strategizing - Teamwork - Time Management
— Experience	Apple / Operations Specialist Manchester, New Hampshire
	<ul> <li>Learned how to work with digital inventorying systems</li> <li>Actively learned how to effectively communicate under pressure</li> <li>Accomplished taking partnership in ambiguous situations</li> <li>Flexed knowledge from peer feedback</li> <li>Trained to quickly and efficiently sift through large amounts of information and items to locate necessary resources</li> </ul>
	Product Specialist
	<ul> <li>Provided a secure environment for customers information</li> <li>Customer de-escalation during heightened interactions</li> <li>Managed procedural ambiguity calmly and efficiently</li> <li>Actively learned from peer and customer feedback</li> <li>Flexed both knowledge and positioning skills effectively</li> </ul>
	AHA Advisor
	<ul> <li>Diverse problem solving in an online environment</li> <li>Picked up new systems quickly</li> <li>Exhibited flexibility in the face of adversity</li> <li>Patience navigating customers through an Apple journey that they are not familiar with</li> <li>Collaborated with peers in the role to overcome and manage complexities</li> </ul>
	Celebration High School / Diploma
Education	Celebration, Florida - Member of the Gay-Straight Alliance - National Honors Society - Debate Team
	Mascenic Regional High School         New Ipswich, New Hampshire         -       Chief Editor of School Newspaper         -       Treasurer of School Newspaper         -       Treasurer of the Gay-Straight Alliance         -       Chorus and Theater Member         -       National Honors Society         -       Blood Drive Organizer



# Department of Health and Human Services Bureau of Human Services

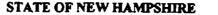
# Continuum of Care – Coordinated Entry Program 7/01/2021 – 6/30/2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Agri	Chief Executive Officer	\$145,916.10	0%	0.00
Jill Lesmerises	Chief Fiscal Officer	\$103,000.04	0%	0.00
Beth Heyward	Director of Strategic Planning	\$79,501.50	0%	0.00
Freeman Toth	Housing Stabilization & Homeless Outreach Manager	\$49,588.50	55%	\$27,273.68
Owen Westover	Homeless Outreach	\$35,100.00	100%	\$35,100.00

#### **KEY PERSONNEL**



Christine L. Santanicilo Director



#### 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.dbbs.nb.gov

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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to Individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	-Current Completion Date	Revised Completion Date
Community Action Partnership Strafford County, Dover, NH	Statewide	\$77,048	\$38,524	\$115,572 <sup>-</sup>	June 30, 2021	June 30, 2022
#177200-B004					_	
Community Action Program Beiknap- Merrimack Counties, Inc., Concord, NH #177203-B003	Statewide	\$173,444	\$86,722	\$260,166	June 30, 2021	June 30, 2022
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	\$308,452	\$219,915	\$528,367	August 31, 2021	August 31, 2022
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	\$137,170	\$68,585	\$205,755	June 30, 2021	June 30, 2022

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

His Excellency, Governor Christopher T. Sununu - and the Honorable Council Page 2 of 4

	Total:	\$3,848,823	\$2,335,227	\$6,184,050		
Tri-County Community Action Program Inc., Berlin, NH #177195-8009	Grafton, Coos, & Carroll Counties	\$178,638	\$90,399	<b>\$</b> 269,037	June 30, 2021	June 30, 2022
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Statewide	\$261,644	\$130,822	\$392,466	June 30, 2021	June 30, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham & Coos Counties	\$979, <del>9</del> 73	\$758,031	\$1,738,004	July 31, 2021	July 31, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174118-R001	Western Rockingham County	<b>\$</b> 540,8 <del>94</del>	\$286,119	\$827,013	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Cheshire & Sullivan Counties	\$570,368	\$292,036	\$862,404	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Statewide	\$173,104	\$86,552	\$259,656	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #17751 1-R001	Cheshire & Suilivan Counties	\$246,042	\$170,352	\$416,394	August 31, 2021	August 31, 2022
The Lakes Region Mental Health Center, Inc., Laconia, NH #154480-8001	Laconia	\$202,046	\$107,170	\$309,216	June 30, 2021	June 30, 2022

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svcs	TBD	\$1,606,764	\$0	\$1,606,7 <del>6</del> 4
2021	102-500731	Contracts for Prog Svcs	TBD	<b>\$</b> 2,145,410	\$0	\$2,145,410
2022	102-500731	Contracts for Prog Svcs	TBD	\$96,649	\$2,215,928	<b>\$2</b> ,312,577
2023	102-500731	Contracts for Prog Svcs	TBD	\$0	\$119,299	\$119,299
			Totai:	\$3,848,823	\$2,335,227	\$6,184,050

# **EXPLANATION**

This request is Sole Source because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

1

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

#### Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

ori Shibinette

Lori A. Shibinette Commissioner

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

This Amendment to the Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), 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 Standard Contract Language, Section 2., Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2022

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

\$260,166

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)

1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)

- 1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

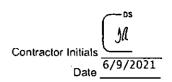
1.2.7.1. Not to exceed \$260,166.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		SFY 2020	<u>SFY 2021</u>	SFY 2022
1.2.8.1.	Leasing Expenses:	\$1,272	\$1,272	\$1,272
1.2.8.2.	Supportive Services:	\$83,335	\$83,335	\$83,335
1.2.8.3.	Administrative Expenses:	\$2,115	\$2,115	<u>\$2,115 </u>
1.2.8.4.	Total Program Amount:	\$86,722	\$86,722	\$86,722

Community Action Program Belknap and Merrimack Counties, Inc.



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

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

			State o Depart	of New Hampshire ment of Health and Hi	uman Service	s
6/9	9/2021			DocuSigned by: Christine Santaniell	e ,	
Date <sup>.</sup>			Name: Title:	Christine Santanie Director	110	_
			Comm and Me	unity Action Program errimack Counties, Inc	Belknap 	
6/1	9/2021	·		Docusigned by: Jeanne Agn		
Date			Name:	Jeanne Agri		_
		,	Title:	Chief Executive Of	ficer	
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Communi	   ly Action Program	ļ	mendmen	it #2	٢	

Community Action Program Belknap and Merrimack Counties, Inc.

SS-2020-BHS-05-COORD-01-A02

Page 2 of 3

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DocuSign Envelope ID: 6682B9C5-7EF0-4583-8E01-9936A7EE7668

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

# OFFICE OF THE ATTORNEY GENERAL

6/9/2021 Date

Date

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 Name: Title:

Community Action Program Belknap and Merrimack Counties, Inc.

SS-2020 BHS-05-COORD-01-A02

Amendment #2



# APR23'20 PM 2:43 DAS

# STATE OF NEW HAMPSHIRE

# DEPARTMENT OF HEALTH AND HUMAN SERVICES .

# DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Christine L. Santaniello

Director

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 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46, 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership Strafford County, Dover, NH	177200- B004	Statewide	\$38,524	\$38,524	\$77,048
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	177203- B003	Statewide	\$86,722	\$86,722	\$173,444
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	\$99,046	\$101,469	\$200,515
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	<sup>-</sup> \$68,585	\$68,585	\$137,170

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

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# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

<u>L</u>					
The Lakes Region Mental Health Center, Inc., Laconia, NH	154480- B001	Laconia	\$99,835	\$102,211	\$202,046
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$85,230	\$87,728	\$172,958
Southwestern Community Services, Inc., Keene, NH	177511- R001	Statewide	\$86,552	\$86,552	\$173,104
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$281,824	\$288,544	\$570,368
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$267,435	\$273,459	\$540,894
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$273,230	\$303,674	\$576,904
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Statewide	\$130,822	\$130,822	\$261,644
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Grafton, Coos, and Carroll Counties	- \$88,959	\$89,679 i	\$178,638
		Total:	\$1,606,764	\$1,657,969	\$3,264,733

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

Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	TBD	\$1,606,764	\$0	\$1,606,764
2021	102-500731	Contracts for Prog Svc	TBD	. <b>\$</b> 0	\$1,657,696	\$1,657,696
			Total	\$1,606,764	\$1,657,969	\$3,264,733

# EXPLANATION

This request is Sole Source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance; access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

# Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted

Lori A. Shibinette Commissioner



# New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

# State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, Coordinated Entry Program

This 1<sup>st</sup> Amendment to the Continuum of Care, Coordinated Entry Program contract (hereinafter referred to as "Amendment #1") 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 nonprofit corporation with a place of business at 2 Industrial Park Drive, P.O. Box 1016, Concord, NH, 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, the Contract may be amended and extended 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, increase the price limitation, or 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:

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

June 30, 2021.

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

\$173,444.

- Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2, Paragraph 1.2.4. to read:
  - 1.2.4. Grant Numbers:

1.2.4.1. NH0096L1T001803 (Grant Year 1)

1.2.4.2. NH0096L1T001904 (Grant Year 2)

4. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$173,444

 Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		Grant Year 1	<u>Grant Year 2</u>
1.2.8.1.	Leasing Expenses	\$1,272	\$1,272
1.2.8.2.	Supportive Services	\$83,335	\$83,335
1.2.8.3.	Administrative Expenses	<u>\$2,115</u>	<u>\$2,115</u>
1.2.8.4.	Total Program Amount	\$86,722	\$86,722

Community Action Program Belknap and Merrimack Counties, Inc. SS-2020-BHS-05-COORD-01-A01

Amendment#1 Page 1 of 3

Contractor Initials

# New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program



All terms and conditions of the Contract not inconsistent with this Amendment #1 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

4/1/2020

Date

Mame: Christine L. Santaciello

Title: Directer DEH

Community Action Program Belknap and Marrimack Counties, Inc.

Name: Michael Tabory Title: Deputy Director

Community Action Program Balknap and Marrimack Counties, Inc. SS-2020-BHS-05-COORD-01-A01

Amendment #1 Page 2 of 3



New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

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

#### OFFICE OF THE ATTORNEY GENERAL

Nache: 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)

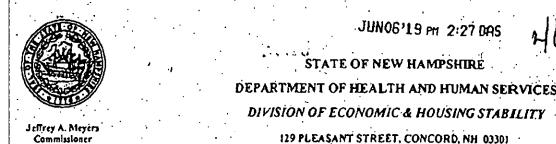
### OFFICE OF THE SECRETARY OF STATE

Datę

Name: Title:

Community Action Program Belknap and Merrimack Counties, Inc. SS-2020-BHS-05-COORD-01-A01

Amondmont#1 Page 3 of 3



Fax: 603-271

Commissioner

Christine L. Santaniello Director

May 28, 2019

603-271-9474 1-800-852-3345 Ext 9474

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

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019. upon Governor and Executive Council approval, through June 30, 2020. 100% Federal Funds.

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
Community Action Partnership Strafford County	Coordinated Entry	177200-B004	Statewide	\$38,524
Community Action Program Belknap-Merrimack Counties, Inc.	Coordinated Entry	177203-B003	Statewide	\$86,722
FIT/NHNH, Inc.	Concord Community Leasing II Permanent Housing	157730-B001	Concord	\$99,046
FIT/NHNH, Inc.	Concord Permanent Housing	157730-B001	Concord	\$68,585
The Lakes Region Mental Health Center, Inc.	McGrath Street Permanent Housing	154480-B001	Laconia	\$99,835
Southwestern Community Services, Inc.	Permanent Housing Cheshire County	177511-R001	Cheshire & Sullivan Counties	\$85,230
Southwestern Community Services, Inc.	Coordinated Entry	177511-R001	Statewide	\$86,552
Southwestern Community Services, Inc.	Shelter Plus Care Permanent Housing	177511-R001	Cheshire & Sullivan Counties	\$281,824
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Family Housing I Permanent Housing	174116-R001	Western Rockingham County	\$267,435

# His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 4

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Përmanent Housing I	174116-R001	Western Rockingham County	\$273,230
Tri-County Community Action Program, Inc.	Coordinated Entry	177195-8009	Statewide	\$130,822
Tri-County Community Action Program, Inc.	Permanent Supportive Housing I, Expansion	177195-8009	Grafton, Coos, and Carroll Counties	\$88,959
	······································		Total:	51,606,764

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years' through the Budget Office 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 PROGRAM

S	tate Fiscal Year	Class/Account	Class Title	Job Number	Amount
	2020	102-500731	Contracts for Program Services	ТВО	\$1,606,764
				Total	\$1,606,764

# EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020. His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.

 An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, conlingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests. Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source of Junds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Slatewide

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

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

hupbleys

Veffrey A. Meyers 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.

Subject:	Co	ľ
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FORM NUMBER P-37 (version 5/8/15) ntinuum of Care, Coordinated Entry Program, SS-2020-BHS-05-Coord-01

<u>Notice</u>: 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:

# CENERAL PROVISIONS

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Picasani Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive PO Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number (603)225-3295	1.6 Account Number 05-95-42-423010-7927 102-	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$86,722
1.9 Contracting Officer for S Nathan D. White, Director	500731	1.10 State Agency Telephon 603-271-9631	e Number
Contractor Signature	$\wedge$	1.12 Name and Title of Cor	ntractor Signatory
Kunne	acri	Jeanne Agri. Executive	Director
proven to be the person whose	ore the undersigned officer, personne e name is signed in block 1.11, and t	Ily appeared the person identific icknowledged that s/he executed	d in block 1.12, or satisfactorily this document in the expacity
On S/23/2019 , bet proven to be the person whose indicated in blück.1.12. 1.13:1.5 signature of Notary P	e name is signed in block 1.11, and t ublic or Justice of the Peace KATHY L. HOW My Commission E	Ily appeared the person identific acknowledged that s/he executed ARD Notary Public, NH inplus October 17, 2023	d in block 1.12, or satisfactority I this document in the capacity
On S/23/2019 , bet proven to be the person whose indicated in block 1.12.	e name is signed in block 1.11, and t ublic or Justice of the Peace KATHY L. HOW My Commission E	icknowledged that s/fic executed	d in block 1.12, or satisfactority I this document in the expacity
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Page 1 of 4

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.

#### S. 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 taws. 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. Pari 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

Page 2 of 4

Contractor Initials

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 hercunder ("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 \$1,000,000per 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.

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Contractor Initials

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 incorportied 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 mainluin, 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.

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#### SCOPE OF SERVICES

Exhibit A

#### Coordinated Entry Program

#### 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

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

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports (BHS), has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.7. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
- 1.8. Failure to submit required reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by BHS.

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Exhibit A

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# 2. Scope of Services

21. Based on the continued receipt/availability of federal funds from HUD Continuum of Care Program, the Contractor shall provide a Coordinated Entry program that shall serve approximately two-hundred (200) homeless individuals or individuals at imminent risk of homelessness.

Exhibit A

- 2.2. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 2.3. The Contractor shall support the primary goal of this program which is to identify and engage unsheltered homeless persons and persons at imminent risk of homelessness, and to provide basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.
- 2.4. To be eligible for contract services, individuals and families must be homeless as defined in HUD regulations, or at imminent risk of homelessness. The Contractor must obtain and retain appropriate documentation.
- 2.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.
- 2.6. The contractor shall participate in their regional Coordinated Entry process.

#### 3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
  - 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract/Grant Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and
  - 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

#### 4. Contract Administration

- 4.1. The Contractor'shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.
- 4.3. All contract records (originals or copies made by microfilming, photocopying, or other similar methods) shall be retained for a period of five (5) years or as required by state or federal law, following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.

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# 5. Performance Measures

- 5.1. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and all terms and conditions, and amendments thereto, as detailed in the relevant fiscal year Notice of Funding Available (NOFA) CoC Project Application approved by HUD; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

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Exhibit A

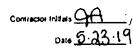




Exhibit B

# METHOD AND CONDITIONS PRECEDENT TO PAYMENT

#### 1. Coordinated Entry Program

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:
  - 1.2.1. NH General Fund: 0%

1.2.2.	Federal Funds:	100%
1.2.3.	CFDA #:	14.267

- 1.2.4. Grant Number: NH0096L1T001803
- 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)
- 1.2.6. Program Title: Continuum of Care, Coordinated Entry
- 1.2.7. Total Amount Continuum of Care;

1.2.7.1. not to exceed \$86,722

1,2.8. Funds allocation under this agreement for Continuum of Care Program;

1.2.8.1.	Leasing Expenses.	\$1,272	·
1.2.8.2.	Rental Assistance:	\$0,000	
1.2.8.3.	Operating Expenses:	\$0,000	
1.2.8.4.	Supportive Services:	<b>\$</b> 83,335	
1.2.8.5.	Administrative Expenses:	\$2,115	
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- 1.2.8.6. Total program amount: \$86,722
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

# 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:
    - NH DHHS Bureau of Housing Supports 129 Pleasant Street Concord, NH 03301

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# Exhibit 8 Page 1 of 10

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Exhibit B

- 2.2. 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.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

# 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

# 3.3. Match Funds:

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.
- 3.4. Payment of Project Costs:
  - 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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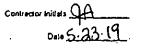
# New Hampshire Department of Health and Human Services Continuum of Care Program

			Exhibit B
	3.4.2.	allowal	ontractor shall only be reimbursed for those costs designated as eligible and ble costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must written approval from the State prior to billing for any other expenses.
	3.4.3.	amoun	expenditures shall be in accordance with the approved line item not to exceed an it as specified in this Exhibit, and defined by HUD under the provisions of Public 02-550 and other applicable regulations.
-	3.4.4.	Ihrougi progra Act (H	ent of Project Costs shall be made through the utilization of funds as provided h the U.S. Department of Housing and Urban Development Title XIV Housing ms under the Homeless Emergency Assistance and Rapid Transition to Housing EARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount he period not to exceed as specified in Section 1.2. Exhibit B.
	3.4.5.	Schedi	ule of Payments:
		3.4.5.1.	All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
	3	3.4.5.2.	In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:
			housingsupportsinvoices@dhhs.nh.gov
	3	3.4.5.3.	The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
3.	5. <u>Revi</u>	ew of the	e State Disallowance of Costs:
	3.5.1.	Perforn	time during the performance of the Services, and upon receipt of the Annual nance Report, Termination Report or Audited Financial Report, the State may all Project Costs incurred by the Contractor and all payments made to date.
		to be a	uch review, the State shall disallow any items or expenses that are not determined llowable or are determined to be in excess of actual expenditures, and shall, by notice specifying the disallowed expenditures, inform the Contractor of any such vance.
	3.5.3.	pay suc	tate disallows costs for which payment has not yet been made, it shall refuse to ch costs. Any amounts awarded to the Contractor pursuant to this Agreement are to recapture.
	3.5.4.	this agr any Fe said se	standing anything to the contrary herein, the Contractor agrees that funding under eement may be withheld, in whole or in part, in the event of non-compliance with deral or State law, rule or regulation applicable to the services provided, or if the rvices or products have not been satisfactorily completed in accordance with the nd conditions of this agreement.

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#### Exhibit B

## 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, and may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

#### 5. Expense Eligibility

5.1. Based on the continued receip/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

# 5.2. Operating Expenses:

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

#### 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs:

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Exhibit B

<u> </u>		Exhibit B	
	5.3.2.4.	Child Care. The costs of establishing and care vouchers, for children from families providing meals and snacks, and compre activities are eligible;	
	<b>5.3.2.5</b> .	Education Services. The costs of impro skills are eligible;	oving knowledge and basic educational
	5.3.2.6.	Employment assistance and job training, employment assistance and job train classroom, online and/or computer inst that assist individuals in securing emplo increasing earning potential. The cost program participants in employment assist an eligible cost;	ning programs are eligible, including ruction, on-the-job instruction, services syment, acquiring learning skills, and/or of providing reasonable stipends to
	5.3.2.7.	Food. The cost of providing meals or grou	ceries to program participants is eligible;
	5.3.2.8.	Housing search and counseling service participants to locate, obtain, and retain s	
	5.3.2.9,	Legal services. Eligible costs are the fee person(s) under the supervision of representation in matters that interfere wi to obtain and retain housing;	licensed attorneys, for advice and
	5.3.2.10.	Life Skills training. The costs of teaching never have been learned or have been l illness, domestic violence, substance a These services must be necessary to as independently in the community. Compor of resources and money management management, shopping for food and oth public transportation, and parent training;	lost during course of physical or mental abuse, and homelessness are eligible. ssist the program participant to function nent life skills training are the budgeting ent, household management, conflict her needed items, nutrition, the use of
	5.3.2.11.	Mental Health Services. Eligible costs are health conditions that are provided b services are crisis interventions; counsel sessions; the prescription of psychotropic use and management of medication approaches to address multiple problems	y licensed professionals. Component ling; individual, family, or group therapy c medications or explanations about the is; and combinations of therapeutic
	5.3.2.12.	Outpatient health services. Eligible costs medical conditions when provided by lice	
	5.3.2.13.	Outreach Services. The costs of activitie providing immediate support and interviprogram participants, are eligible;	
	5.3.2.14.	Substance abuse treatment services. The assessment, outpatient treatment, group testing are eligible. Inpatient detoxificati treatment are ineligible;	p and individual counseling, and drug
	5.3.2.15.	Transportation Services are described in	24CFR 578(e) (15);
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Date 5.23.19



Exhibit 8

- 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits.
   Tutility deposits must be one-time, paid to utility companies;
  - .5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);
  - 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and

5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

#### 5.4. Rental Assistance

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal. State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds <u>only</u>: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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# New Hampshire Department of Health and Human Services Continuum of Care Program

Exhibit B 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51. 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance. 5.4.9.2 Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor. Project-based rental assistance is provided through a contract with the owner of 5.4.9.3. an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move. For project-based, sponsor-based, or tenant-based rental assistance, program 5:4.9.4 participants must enter into a lease agreement for a term of at least one year. which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party. 5.5. Administrative Costs; 5.5.1. Eligible administrative costs include: 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related

- to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
- 5.5.1.2 General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - 5.5.1,2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.

In charging costs to this category, the contractor may include the entire 5.5.1.2.1.1. salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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5.5.1.2.1.1.1.	Preparing program budgets and schedules, and amendments to those budgets and schedules;
<b>5</b> .5.1.2.1.1.2.	Developing systems for assuring compliance with program requirements;
5.5.1.2.1.1.3.	Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
5.5.1.2.1.1.4.	Monitoring program activities for progress and compliance with program requirements;
5.5.1.2.1.1.5.	Preparing reports and other documents related to the program for submission to HUD;
5.5.1.2.1.1.6.	Coordinating the solution of audit and monitoring findings;
5.5.1.2.1.1.7.	Preparing reports and other documents directly related to the program submission to HUD;
5.5.1.2.1.1.8.	Evaluating program results against stated objectives
5.5.1.2.1.1.9.	Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit 8.
5.5.1.2.1.1.10.	Travel costs incurred for official business in carrying out the program;
5.5.1.2.1.1.11.	Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;
5.5.1.2.1.1.12.	Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space;
5.5.1.2.1.1.13.	Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and
5.5.1.2.1.1.14.	Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.
_easing:	
When the Contracto	or is leasing the structure, or portions thereof, grant funds may be used

to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing'funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

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Exhibit 8

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# Exhibit B

5.6.1. F	Require	ements:	, · · · · ·	ì		
5.6	5.1.1.	Leasing structures. When grants a or structures, the rent paid must be in the area for comparable space. currently being charged by the sar	e reasonable in r In addition, the r	relation to rents being ent paid may not exc	) charged eed rents	
5.6	5. <b>1.2</b> .	Leasing individual units. When the housing units, the rent paid must re- comparable units, taking into accor- facilities, and management service currently being charged for compa- HUD-determined fair market rents.	easonable in rela punt the location, es. In addition, th trable units, and	ition to rents being ch size, type, quality, a se rents may not exc	arged for menities, eed rents	
5.6	5. <b>1.3</b> .	Utilities. If electricity, gas, and wat be paid from leasing funds. If utili costs are operating costs, except is being used as a supportive s supportive service cost.	ties are not prov for supportive se	vided by landlord, the ervice facilities. If the	ese utility structure	
5.6	5. <b>1.4.</b>	Security deposits and first and las funds to pay security deposits, in rent. An advance payment of last n addition to security deposit and pa	an amount not ( nonth's rent may	to exceed 2 months be provided to the la	of actual	
5.6	.1.5.	Occupancy agreements and suble are required as specified in 24 CFI		cy agreements and s	ubleases	
· 5.6	5. <b>1.6</b>	Calculation of occupancy charges program participants must be calculated			rent from	
5.6	.1.7.	Program income. Occupancy c participants are program income a 578.97.				
5.6	:1.8.	Transition. Refer to 24CFR 578.49	(b)(8)		,	
5.6	.1.9.	Rent paid may only reflect actual c rents charged in the area for si reasonableness must be kept on fi	imilar housing u	inits. Documentation		
5.6	.1.10.	The portion of rent paid with gran market rents.	t funds may not	exceed HUD-detern	nined fair	
5.6	.1.11.	The Contractor shall pay individua directly to participants to pay leasing		ctly; funds may not	be given	
5.6	.1.12.	Property damages may only be paid from money paid to the landlord for security deposits.				
5.6	.1.13.	The Contractor cannot lease a building that it already owns to itself.				
5.6	.1.14.	Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.				
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- 57. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone. Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 58. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets:
- 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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#### New Hampshire Department of Health and Human Services Exhibit C



#### 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:

- 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.
- 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.

 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;

Exhibit C - Special Provisions

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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:

 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 ratention 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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#### 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.

- 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 Contract as

costs hereunder the Department shall relain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. Crodits: 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 Marshaland 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 Orme 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.
- Pllot 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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Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 OHHS 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.

## 20. Contract Definitions:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and satting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. 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.
- 20.5. FEDERAL/STATE LAW: Wherever federat 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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#### REVISIONS TO STANDARD CONTRACT LANGUAGE

# 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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 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.

#### 1.2. Section 10, 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 enother 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.

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2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials

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## CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5180 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 subcontractors), 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 foreach grant during the federal fiscal year covered by the cartification. 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

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2

Vendor Initials

CUCHHS/110713



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.
- 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 I if there are workplaces on file that are not identified here.

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

5/23/2019 Date

Jeanne Agri me: Title: **Executive Director** 

CUOHHS/110713

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2

Vendor Initials QI Oate 2



#### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered): \*Temporary Asaistance 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:

- 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 Mamber of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

5/23/2019 Date

Jeanne Agri Na **Executive Director** 

Exhibit E - Certification Regarding Lobbying

Vendor Initial

CUCHHS/110713

Page 1 of 1



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

#### INSTRUCTIONS FOR CERTIFICATION

- 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.
- 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.
- 3. 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).
- 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

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

Vendor Initials

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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 tiler 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

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

#### LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

Community Action Program Belknap-Merrimack Counties, Inc.

5/23/2019

Date

Jeanne Agri Tille; **Executive Director** 

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Vendor Initial

CU/CHHS/110713



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

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

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

 the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

 the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

 the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminaling 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. pl. 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.

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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 Civit Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

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

5/23/2019 Date Name Yeanne Agri Tille: Executive Director

Exhibit G

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Page 2 of 2

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5/23/2019

Date

New Hampshire Department of Health and Human Services Exhibit H



#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Community Action Program Belknap-Merrimack Counties, Inc. Jeanne Agri **Executive Director** 

CU/DHHS/110712

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Vendor Initiats C Date



Exhibit I

# HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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 <u>Definitions</u>.
- a. <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>Covered Entity</u> 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.
- "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- <u>"Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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.
  - "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).
  - "<u>Privacy Rule</u>" 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.
- <u>"Protected Health Information</u>" 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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Exhibit I Realth Insurance Portability Act Business Associate Agreement Page 1 of 6

Vendor Initials



 <u>Required by Law</u> shall have the same meaning as the term "required by law" in 45 CFR. Section 164.103.

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- 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.
- <u>"Unsecured Protected Health Information</u>" 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. <u>Other Definitions</u> 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.

- 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.
  - 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.
  - 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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Exhibit ( Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Vendor Initials Date 5.23.19



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

Exhibit I

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.

 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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- 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

 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.

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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Exhibit 1 Health Insurance Portability Act Business Associate Agreement Page 3 of 6

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Exhibit

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.
- 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.
  - 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.

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.

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.

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 Health Insurance Portability Act Business Associate Agreement Page 4 of 6

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

Exhibit I

## (4) Obligations of Covered Entity

- 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.
- 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) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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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Exhibit f Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Vendor Initials

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		Exhibit I	
e.	person(s) or circumstance is held conditions which can be given effe	invalid, such invalidity shall not affected without the invalid term or condition	t other terms or
t.	destruction of PHI, extensions of ta defense and indemnification provision	he protections of the Agreement in s slons of section (3) e and Paragraph	ection (3) I, the
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IN W	tate       Name of the Vendor         WMAAL Mutan       Mutan         ture of Authorized Representative       Sighature of Authorized Representative         11 GH M       Sighature of Authorized Representative         of Authorized Representative       Name of Authorized Representative         11 GH M       Sighature of Authorized Representative         of Authorized Representative       Name of Authorized Representative         11 GH M       DZ HS         Executive Director       Executive Director		
	artment of Health and Human Services	Belknap-Merrimack Counties, 1	nc
THE	Suntar Smilan_	regation.       If any term or condition of this Exhibit I or the application thereof to any son(s) or circumstance is held invalid, such invalidity shall not affect other terms or ditions which can be given effect without the invalid term or condition; to this end the is and conditions of this Exhibit I are declared severable.         vival.       Provisions in this Exhibit I regarding the use and disclosure of PHI, return or truction of PHI, extensions of the protections of the Agreement in section (3) I, the ense and indemnification provisions of section (3) e and Paragraph 13 of the Agreement.         SWHEREOF, the parties hereto have duly executed this Exhibit I.       Community Action Program Belknap-Merrimack Counties, Inc.         Name of the Vendor       Name of Authorized Representative         Mathematical Representative       Schature of Authorized Representative         Mathematical Representative       Executive Director         Title of Authorized Representative       Station Fractor	
Sign	ature of Authorized Representative		ntative
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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6

Vendor Initials Date 5.23.19

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# 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 Vendor 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 Vendor 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.

Nac

Jeanne Agri

**Executive Director** 

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

5/23/2019

Date

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Vendor Initi

CUOHKS/110713

-	·	Exhibit J	
	· ,	FORMA	
	the Vendor identified in Sec ow listed questions are true	ion 1.3 of the General Provisions, I certify t and accurate.	hal the responses to the
۱.	The DUNS number for you	entily is:07-399-7405	
2.	receive (1) 80 percent or m loans, grants, sub-grants, a	, ation's preceding completed fiscal year, dic ore of your annual gross revenue in U.S. fe nd/or cooperative agreements; and (2) \$25 ederal contracts, subcontracts, loans, grant	deral contracts, subcontracts, 000,000 or more in annuat
	XNO	YES	1
	If the answer to #2 above is	NO, stop here	
	If the answer to #2 above is	YES, please answer the following:	
3.	business or organization th	s to information about the compensation of ough periodic reports filed under section 1: J.S.C.78m(a), 78o(d)) or section 6104 of th	3(a) or 15(d) of the Securities
	NO	YES	
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Exhibit K



# DHHS Information Security Requirements

#### A. Definitions

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

- "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.
- "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.
- "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.
- "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 Page 1 of 9

Contractor Initials



# 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.

- 19. "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.
- "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.
- "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.
  - 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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Exhibit K DHHS Information Security Requirements Page 2 of 9

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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.
- 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.
- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> 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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Exhibit K OHHS Information Security Regulaements Page 3 of 9

Contractor Initials



# DHHS Information Security Requirements

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

- 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

- 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.
- 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.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-matware utilities. The environment, as a

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Exhibit K DHHS Information Security Regulaements Page 4 of 9

Contractor Initials





# DHHS Information Security Requirements

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

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

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Exhibit K DHHS information Security Requirements Page 5 of 9

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Exhibit K



# **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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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Exhibit K OHHS Information Security Regularments Page 6 of 9

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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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 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 <u>encrypted</u> 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 Page 7 of 9

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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.
- in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved;
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

#### V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 8 of 9

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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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 9 of 9

Contractor Initiate Date 5.23.19

# State of New Hampshire **Department of Health and Human Services** Amendment #3

This Amendment to the Continuum of Care, Concord Permanent Housing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Families in Transition (formerly known as FIT/NHNH, Inc.), ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), and as amended on June 30, 2021, (Item #47), 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<sup>1</sup>, 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, increase the price limitation, or 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 1.3, Contractor Name, to read: Families in Transition
- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2023
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$274.340
- 4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director
- Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:

1.2.4.1	NH0007L1T001811 (SFY 2020) Grant Year 1
1.2.4.2.	NH0007L1T001912 (SFY 2021) Grant Year 2
1.2.4.3.	NH0007L1T002013 (SFY 2022) Grant Year 3
1.2.4.4.	NH0007L1T002114 (SFY 2023) Grant Year 4

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1., to read:

1.2.7.1 Not to exceed \$274,340.

- 7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

			<u>July 1, 2019 -</u> June 30, 2020	<u>July 1, 2020 -</u> June 30, 2021	<u>July 1, 2021 -</u> June 30, 2022	<u>July 1, 2022 -</u> June 30, 2023
1.2.	8.1.	Supportive Services: Administrative	\$66,827	\$66,827	\$66,827	\$66,827
1.2.	8.2.	Expenses: Total program	<u>\$1,758</u>	\$1,758	\$1,758	<u>\$1,758</u>
1.2.	8.3.	amount:	\$68,585	\$68,585	\$68,585	(M) \$68,585
-2020-BH S-1.0	4S-04-	PERMA-09-A03	Families in Transition Page 1 of 3		Contractor Initial: Date	6 <del>/7/2022</del>

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 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
6/7/2022 Date	-	DocuSigned by: Karen Helert Name: Karen Rebert Title: Division Director
6/7/2022 Date	-	Families in Transition DocuSigned by: Maria Durlin Name: Maria Deviin Title: President & CEO
		· · ·
	,	· ·

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

	OFFICE OF THE ATTORNEY GENERAL
6/7/2022	Pokyn Gunnino
Date	Name: Name:
	Title: Attorney
I hereby certify that the foregoing Amend the State of New Hampshire at the Meet	dment was approved by the Governor and Executive Council of ing on: (date of meeting)
•	OFFICE OF THE SECRETARY OF STATE
-	
Date	Name: Title:
SS-2020-BHS-04-PERMA-09-A03	amilies in Transition

# State of New Hampshire Department of State

# CERTIFICATE

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

Business 1D: 207982 I Certificate Number: 0005779491



IN TESTIMONY WHEREOF,

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

David M. Scanlan Scoretary of State DocuSign Envelope ID: 227D98E7-22DD-490D-BAAB-DF2510CC6A6E

## CERTIFICATE OF AUTHORITY

	oy Tilsley	, hereby certify that:
(Name	of the elected Officer of the Corporation/L	LC: cannot be contract signatory)
1. I am a duly e	elected Clerk/Secretary/Officer of _Familie	s in Transition
	(Corpor:	ation/LLC Name)
	g is a true copy of a vote taken at a meetir ine 6	g of the Board of Directors/shareholders, duly called and um of the Directors/shareholders were present and voting.
VOTED: That	Maria Devlin, President/CEO (Name and Title of Contract Signatory)	(may list more than one person)
is duly authoriz	ed on behalf of <u>Families in Transition</u> (Name of Corporation/ L	to enter into contracts or agreements with the State LC)

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

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

Dated: June 6, 2022

Signature of Elected Officer Name: Roy Tilsley Title: Board of Director, Chair DocuSign Envelope ID: 227D9BE7-22DD-490D-BAAB-DF2510CC6A6E

ACORD									05	MM/DD/1111
CERTIFICATE DOES BELOW. THIS CER	S NOT AFFIRMATIVE	LY OI	R NE	NFORMATION ONLY AND GATIVELY AMEND, EXTER S NOT CONSTITUTE A CONSTITUT	ND OR /	ALTER THE C	OVERAGE /	FFORDED BY THE POL	ICIES	
If SUBROGATION IS	WAIVED, subject to	) the t	erms	ONAL INSURED, the polic and conditions of the po cate holder in lieu of such	licy, co	rtain policies	DITIONAL IN may require	SURED provisions or be an endorsement. A stat	ement c	ved. Sn
RODUCER							orrissette			• • •
ITM Insurance Associa	88				PHONE	(978) 68	31-5700	FAX (A/C, No):	(978) 6	81-5777
320 Osgood Street					ADDRE	sa; cartificata	s@mtminsure.	com		
orth Andover		MA 01845				Dhiledala	BURER(B) AFFOR	DING COVERAGE		NAIC
BURED					INSURE		State Healthce			
Families	in Transition, Inc and F	T/NH	NH		INSURE					
Family V	villows Limited Partners	ihip			INSURE	RD;				
	ket Street				INSURE	RE;				
Manches				NH 03101	INSURE	RF:				
OVERAGES				NUMBER: 22-23	1000000	TO THE MOUL		REVISION NUMBER:		
				ELISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY						
				SURANCE AFFORDED BY THE IT'S SHOWN MAY HAVE BEEN				UBJECT TO ALL THE TERMS	<b>3</b> ,	
<u> </u>	INSURANCE	TYDOY	SUBR	POLICY NUMBER	REDUC	POLICY EFF	POLICY EXP	LIMA		
	ENERAL LIABILITY	INSO	WYD	FOLCT NUMBER		(MM/DD/YYYY)	(MM/DD/YYY)	EACH OCCURRENCE	<b>1</b> ,00	0,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	<b>s</b> 100.	
× Professional L	ability incl							MED EXP (Any one person)	\$ 5,00	0
				PHPK236507		01/01/2022	01/01/2023	PERSONAL & ADVINJURY	\$ 1,000,000	
GEN'L AGGREGATE LI						-		GENERAL AGGREGATE	s 3,000,000	
								PRODUCTS - COMP/OP AGG	\$ 3,00	0,000
OTHER:								COMBINED SINGLE LIMIT	\$	
		1						(Ea accident)	\$ 1,00	0,000
OWNED			PHPK2363512		01/01/2022	01/01/2023	BODILY INJURY (Par person) BODILY INJURY (Par accident)	3		
HIRED AUTOS ONLY				0 1/0 1/2022	PROPERTY DAMAGE		\$			
	AUTOS ONLY							(Per accident)	\$	
					·			EACH OCCURRENCE	\$ 5,00	0,000
EXCE88 LIAÐ	CLAIMS-MADE			PHUB798018		01/01/2022	01/01/2023	AGGREGATE	\$ 5,00	0,000
	ENTION \$ 10,000								5	
WORKERS COMPENSA AND EMPLOYERS' LIAI										
ANY PROPRIETOR/PAR OFFICER/MEMBER EXC (Mandatory In NH)				01/01/2022	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	<b>s</b> 1,00		
If yes, describe under								E.L. DISEASE - EA EMPLOYEE	1 00	0,000
DESCRIPTION OF OPE		┝─┤						E.L. DISEASE - POLICY LIMIT	\$ 1,00	
Crime Coverage / I	Employee Dishonesty			PHPK236507		01/01/2022	01/01/2023	Deductible	500	
	NO LI OCATIONE LUEURI		080 (	01, Additional Remarks Schedule,		tashad Karan		L	<b></b>	
1				n effect and may or may not t	-	•		tract.		
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	Now Hampshire Depart	mento	of Hoe	sith	THE ACC	EXPIRATION D ORDANCE WIT	ATE THEREO IN THE POLIC	SCRIBED POLICIES BE CAI F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE
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ACORD 25 (2016/03)

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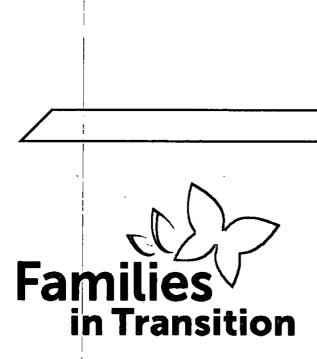
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# **Our Mission**

The mission of Families in Transition is to prevent and break the cycle of homelessness.

BerryDunn



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2021 (With Comparative Totals for 2020)

With Independent Auditor's Report



Board of Directors Families in Transition, Inc. and Subsidiaries

#### Opinion

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2021 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2021, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

#### Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Responsibilities of Management for the Consolidated Financial Statements

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

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

# Board of Directors Families in Transition, Inc. and Subsidiaries Page 2

# Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

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

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

#### Report on Summarized Comparative Information

We have previously audited the Organization's 2020 consolidated financial statements and, in our report dated March 29, 2021, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Board of Directors Families in Transition, Inc. and Subsidiaries Page 3

#### Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2021, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire March 23, 2022

# **Consolidated Statement of Financial Position**

# December 31, 2021 (With Comparative Totals for December 31, 2020)

		<u>2021</u>		<u>2020</u>
ASSETS				
Current assets				
Cash and cash equivalents	\$	2,533,606	\$	3,536,208
Accounts receivable	•	54,462	Ť	67,946
Grants and contributions receivable		779,471		1,691,498
Prepaid expenses		148,305		87,753
Other current assets	_	52,054		60,946
Total current assets	_	3,567,898	_	5,444,351
Replacement reserves		543,800		512,271
Reserve cash designated for properties		787,044		847,300
Investments		2,704,576		1,235,007
Investment in related entity		1,000		1,000
Property and equipment, net Development in process		33,326,635		34,425,916
Other assets		416,959		218,835 30,638
	_		-	
Total assets	\$_	41,347,912	\$	42,715,318
LIABILITIES AND NET ASSETS				
Current liabilities				
Current portion of long-term debt	\$	300,631	\$	345,909
Accounts payable	•	299,996	÷	889,234
Accrued expenses		281,146		264,583
Other current liabilities		80,526	_	134,693
Total current liabilities		962,299		1,634,419
		-		
Long-term debt, net of current portion and unamortized deferred costs	_	15,046,178	_	<u>15,173,778</u>
Total liabilities	-	16,008,477	_	16,808,197
Net assets				
Without donor restrictions - controlling interest		22,097,454		22,831,326
Without donor restrictions - noncontrolling interest	_	2,015,189	_	2,344,795
Total without donor restrictions		24,112,643		25,176,121
With donor restrictions	-	1,226,792	_	731,000
Total net assets	_	25,339,435	_	25,907,121
Total liabilities and net assets	\$_	41,347,912	\$	42,715,318

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

#### **Consolidated Statement of Activities**

# Year Ended December 31, 2021 (With Comparative Totals for the Year Ended December 31, 2020)

Revenue and support         5         2.874.142         5         2.874.142         5         1.082.148         5         3.956.280         5         4.932.660           Connavirus AX, Relef and Economic Security (CARES) Act grants         1.570.287         1.570.287         1.570.287         1.570.287         1.570.287         1.570.287         4.183.652           Profit store sales         2.290.088         2.290.088         2.290.288         1.05.270.287         1.05.27		Without Donor Restrictions <u> - Controlling Interest</u>	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor <u>Restrictions</u>	With Donor Restrictions	Total <u>2021</u>	Total <u>2020</u>
Coronavina Ad, Relief and Economic Security (CARES) Act         1,570,287         1,570,	Revenue and support						
grants         1.670.287         -         1.670.287         -         1.670.287         4.183.652           Pendat income, not or vacancies         2.383.369         -         2.383.369         -         2.383.369         -         2.383.369         -         2.383.369         -         2.383.369         -         2.383.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.380.369         -         2.320.065         4.10.942         2.982.466         2.982.466         2.982.466         2.341         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         2.34.310         -         3.267         1.31.267         -         1.31.267         -         1.31.267         -         1.31.267         -         1.31.267         -         1.31.267         -		\$ 2,874,142	s -	\$ 2,874,142	<b>\$</b> 1,082,148	\$ 3,956,290 \$	4,932,560
Rental income, net of vacancies         2,383,369         -         2,383,369         -         2,383,369         -         2,492,880           Turits income, net of vacancies         592,005         -         552,005         -         -         2,313         132,627         121,670         121,670         121,670         131,287         -         131,287         -         131,287         -         131,287         -         131,287         -         131,287         -         131,287         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -		1,670,287	-	1.670.287	-	1.670.287	4,183,652
Thift store sales         152,005         152,005         1632,005         1016,322           Public support         2,500,288         - 2,500,288	Rental income, net of vacancies		-		-		
Public support         2.500.288         -         2.500.288         -         2.500.288         2.502.626           Developer fes         -         -         -         -         121.670           Unrealized gain on investments         223.310         -         2.34.310         -         2.34.310         1.3570           Unrealized gain on investments         223.34         -         2.334         -         2.344         2.324         -         2.344         2.334         -         2.34.310         1.3520         1.13.627         -         131.267 <td>Thrift store sales</td> <td>592,005</td> <td>-</td> <td>592,005</td> <td>-</td> <td></td> <td></td>	Thrift store sales	592,005	-	592,005	-		
Special events         342,619         -         342,619         -         122,619         420,547           Developer fees         -         -         -         -         -         -         -         123,10         -         -         -         123,10         103,827         103,827           Loss on disposal of property and equipment         (267,413)         -         (267,413)         -         (2,134         23,34         -         2,134         23,045           Inskild distations         42,033         -         42,033         -         42,033         -         42,037         131,267         <	Public support	2,500,288	-	2,500,288	-		
Developer fess         -         -         121,670           Unrealized gain on investments         234,310         -         234,310         103,827           Loss on disposal of properly and equipment         (267,413)         -         (257,413)         -         (257,413)         -         (257,413)         -         (257,413)         -         (23,34)         -         2,334         -         1,362,57         1,31,267         Masagememand support         -         - </td <td>Special events</td> <td>342,619</td> <td>-</td> <td>342,619</td> <td>•</td> <td></td> <td></td>	Special events	342,619	-	342,619	•		
Loss on disposal of property and equipment         (267,413)         -         (267,413)         -         (267,413)         -         (234)         -         2,334         -         2,334         2,334         -         2,334         2,334         2,334         2,334         2,334         2,333         9,244           In-kind donations         42,933         -         42,933         9,244         131,267	Developer fees	-	-	•	-	-	
Interest income         2,334	<ul> <li>Unrealized gain on investments</li> </ul>	. 234,310	-	234,310	-	234,310	103,827
Interest income         2,334         -         2,334         -         2,334         -         2,334         2,304           In-Kind donations         42,933         -         417,748         201,865         0         0         0         0         10,77,748         201,865         -         -         -         -         -         -         -         10,277,005         10,277,005         10,277,005         10,277,005         10,277,005         10,685,575         10,685,575         10,685,575         10,685,575         10,685,575         10,685,575         10,685,575         10,685,575         10,685,282         -         122,22,874	Loss on disposal of property and equipment	(267,413)	-	(267,413)	-	(267,413)	(1,362)
In-kind donations       42,933       -       42,933       9,244         Forgiveness of debit       131,267       -       131,267       -       131,267         Medicial reinburgements       415,708       -       415,708       -       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       415,708       416,718       416,718       416,718       416,718       416,718       416,718       416,718       416,718       416,718       416,718       416,718       416,909       10,616,71       10,274,521 <td< td=""><td>Interest income</td><td>2,334</td><td>-</td><td>2,334</td><td>-</td><td></td><td></td></td<>	Interest income	2,334	-	2,334	-		
Medicaid reimbursements       415,708       -       415,708       415,708       415,708       -       415,708       415,708       -       415,708       416,71,503       -       16,471,593       -       16,471,593       -       16,471,593       -       16,471,593       -       16,471,593       -       16,471,593       415,708       415,708	In-kind donations	42,933	-	42,933	-	42,933	9,244
Other income         147,748         147,748         147,748         147,748         147,748         147,748         201,865           Net assets released from restrictions         588,356         588,356         588,356			-	131,267	-	131,267	131,267
Net assets released from restrictions         586,356         .         586,356         . <th< td=""><td></td><td></td><td>-</td><td>415,708</td><td>•</td><td>415,708</td><td>488,990</td></th<>			-	415,708	•	415,708	488,990
Total revenue and support         11.655.953         495.792         12.161,745         16.471,533           Expenses         Program activities         10.274,521         10.274,521         10.274,521         10.277,005           Total program activities         10.274,521         10.274,521         10.277,055         412.054         412.054         415.817           Total program activities         10.686,575         12.722,674         12.2722,674         12.2722,674         12.2722,674         12.656,585         11.865,537           Tot	Other income		-	147,748		147,748	201,865
Expenses         Program activities         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.274,521         10.277,005           Thift store         412,054	Net assets released from restrictions	586,356		586,356	(586,356)	• _	<u> </u>
Program activities       10,274,521       -       10,274,521       -       10,274,521       -       10,274,521       10,277,005         Thirft store       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       -       412,054       415,817       10,686,575       10,686,575       10,686,575       10,682,822       809,441       -       809,441       -       809,441       -       809,441       1,074,295       12,722,874       12,722,874       12,722,874       12,722,874       12,953,654       (Deficiency) excess of revenue and support over       expenses       (1,066,921)       -       (1,066,921)       495,792       (571,129)       3,517,939       3,751       -       3,751       -       3,751       2,4,438       (1,410)       (308)       (1,063,478)       495,792       (567,566)       3,540,967       -       -       -       -       -       - <td>Total revenue and support</td> <td>11,655,953</td> <td><u> </u></td> <td>11,655,953</td> <td>495,792</td> <td>12,151,745</td> <td>16,471,593</td>	Total revenue and support	11,655,953	<u> </u>	11,655,953	495,792	12,151,745	16,471,593
Program activities       10,274,521       -       10,274,521       -       10,274,521       -       10,274,521       10,277,005         Thirft store       412,054       -       412,054       -       412,054       -       412,054       415,817         Total program activities       10,686,575       -       10,686,575       -       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,575       10,686,537       12,722,874       12,722,874       12,722,874       12,725,858       12,722,874       12,722,874       12,722,874       12,722,874       12,722,874       12,722,874       12,722,874       12,722,874       12,722,874       12,722,874 </td <td>Expenses</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Expenses						
Thrift store       412,054       -       412,054       -       412,054       -       412,054       -       412,054       415,817         Total program activities       10,686,575       -       12,722,874       -       12,722,874       -       12,722,874       -       12,722,874       -       12,722,874       -       12,722,874       -       12,722,874       -       12,722,874       -       12,722,874       -       12,722,874       -       -       -       -       -       -       -       -       -       -       -       - <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
Thrift store       412,054       -       412,054       -       412,054       412,054       412,054       412,054       412,054       415,817         Total program activities       10,686,575       -       10,686,575       -       10,682,822       809,441       -       809,441       12,722,874       12,722,874       12,722,874       12,722,874       12,722,874       12,72	Housing	10,274,521	-	10,274,521		10.274.521	10.277.005
Fundraising       809,441       909,441       1074,295         Management and general       1,226,858       1,226,858       1,226,858       1,226,858         Total expenses       12,722,874       12,722,874       12,722,874       12,722,874         (Deficiency) excess of revenue and support over expenses       (1,066,921)       (1,066,921)       495,792       (571,129)       3,517,939         Capital contributions       3,751       3,751       3,751       3,751       24,438         Partnership distributions       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets       329,298       -<	Thrift store	412,054	·	412,054			
Management and general       1,226,858       1,26,857       1,26,857       1,26,857       1,26,857       1,26,857       1,26,857       1,26,857       1,26,857       1,26,857       1,26,957       1,26,957       1,26,957,958<			-		-		10,692,822
Total expenses       12,722,874       12,722,874       12,722,874       12,722,874         (Deficiency) excess of revenue and support over expenses       (1,066,921)       -       (1,066,921)       495,792       (571,129)       3,517,939         Capital contributions       3,751       -       3,751       -       3,751       24,438         Partnership distributions       -       (308)       (308)       (308)       (1,410)         Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets       329,298       -			-		•	809,441	1,074,295
(Deficiency) excess of revenue and support over expenses       (1,066,921)       (1,066,921)       495,792       (571,129)       3,517,939         Capital contributions       3,751       3,751       3,751       3,751       3,751       3,751       24,438         Partnership distributions       (308)       (308)       (308)       (308)       (1,410)         Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets attributable to noncontrolling interest in subsidiaries       329,298	Management and general	1,226,858		1,226,858	·	1,226,858	1,186,537
expenses       (1,066,921)       -       (1,066,921)       495,792       (571,129)       3,517,939         Capital contributions       3,751       -       3,751       -       3,751       24,438         Partnership distributions       (308)       (308)       (308)       -       (308)       (1,410)         Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,586)       3,540,967         Change in net assets attributable to noncontrolling interest in subsidiaries       329,298       -	Total expenses	12,722,874	<u> </u>	12,722,874	<u> </u>	12,722,874	12,953,654
Capital contributions       3,751       -       3,751       -       3,751       24,438         Partnership distributions       (308)       (308)       -       (308)       (1,410)         Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets attributable to noncontrolling interest in subsidiaries       329,298       -		(1.000.004)		(1.000.004)	105 700	1574 400	
Partnership distributions       (308)       (308)       (308)       (1,410)         Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets attributable to noncontrolling interest in subsidiaries       329,298       (329,298)       -	expenses	(1,066,921)	-	(1,066,921)	495,792	(571,129)	3,517,939
Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets attributable to noncontrolling interest in subsidiaries       329,298       (329,298)	Capital contributions	3,751	-	3,751	. •	3,751	24,438
attributable to noncontrolling interest in subsidiaries       (1,063,170)       (308)       (1,063,478)       495,792       (567,686)       3,540,967         Change in net assets attributable to noncontrolling interest in subsidiaries       329,298       (329,298)       - <td>Partnership distributions</td> <td></td> <td>(308)</td> <td>(308)</td> <td></td> <td>(308)</td> <td>(1,410)</td>	Partnership distributions		(308)	(308)		(308)	(1,410)
Change in net assets attributable to noncontrolling interest in subsidiaries       329,298       (329,298)       - <td>attributable to noncontrolling interest in</td> <td></td> <td>·</td> <td></td> <td></td> <td></td> <td></td>	attributable to noncontrolling interest in		·				
subsidiaries         329,298         (329,298)	subsidiaries	(1,063,170)	(308)	(1,063,478)	495,792	(567,686)	3,540,967
Net assets, beginning of year 22,831,326 2,344,795 25,176,121 731,000 25,907,121 22,366,154		329,298	(329,298)	<u> </u>	<u> </u>		-
Net assets, beginning of year         22,831,326         2,344,795         25,176,121         731,000         26,907,121         22,366,154	Change in net assets	(733,872)	(329,606)	(1,063,478)	495,792	(567,686)	3,540,967
Net assets, end of year \$ 22,097,454 \$ 2,015,189 \$ 24,112,643 \$ 1,226,792 \$ 25,339,435 \$ 25,907,121	Net assets, beginning of year	22,831,326	2,344,795	25,176,121	731,000	25,907,121	
	Net assets, end of year	\$ <u>22,097,454</u>	\$2,015,189	\$24,112,643	\$ 1,226,792	\$ <u>25,339,435</u> \$	25,907,121

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

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# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

# **Consolidated Statement of Functional Expenses**

# Year Ended December 31, 2021 (With Comparative Totals for the Year Ended December 31, 2020)

	Program	Activit	lies	_					
	Housing	Thri	ft Store	Fu	Indraising		inagement d General	2021 Total	2020 <u>Total</u>
						-			<u></u>
Salaries and benefits									
Salaries and wages	\$ 4,428,713	\$ 2	283,233	\$	442,872	\$	664,307	\$ 5,819,125	\$ 6,156,201
Employee benefits	498,412		21,465		49,841		74,761	644,479	650,333
Payroll taxes	<u> </u>		23,293	_	34,309	_	51,464	<u> </u>	<u> </u>
Total salaries and									
benefits	5,270,216	3	327,991		527,022		790,532	6,915,761	7,239,617
Other expenses									
Advertising	3,998		13,668		350		525	18,541	36,363
Bad debts	25,698		-					25,698	63,594
Bank charges	12,545		8,246		1,207		1,811	23,809	22,092
Condominium association fees	14,575						-	14,575	15,515
Consultants	78,629		3,988		7,842		11,763	102,222	144,209
COVID expenses	22,161				2,216		3,324	27,701	428,144
Depreciation	1,221,584		3,404		93,661		140,492	1,459,141	1,382,232
Events	29,137		-				-	29,137	74,371
Food	238,472		-		-		-	238,472	156,813
General insurance	168,528		2,318		11.537		17,306	199.689	180,501
Interest expense	164,597		2,0,0		17,786		26,679	209,062	238,399
Management fees	(1,604)		-				20,010	(1,604)	200,000
Meals and entertainment	4.317		-		432		648	5,397	2,278
Membership dues	9,270		-		873		1,309	11,452	13,671
Office supplies	112,840		9,451		10,553		15,829	148,673	90,214
Operational expenses - other	362,333		-		.0,000		.0,020	362,333	156,304
Participant expenses	93,431		-		-		-	93,431	72.037
Postage	6,880		17		688		1.033	8,618	9,491
Printing	16,302		818		1,442		2,164	20,726	26,715
Professional fees	175,249		4,000		14,010		21,014	214.273	183.043
Rental subsidies	265,605		-,000					265,605	301,110
Repairs and maintenance	662,589		18,416		49.263		73.895	804,163	528,545
Staff development	26,318		187		2,622		3,933	33,060	31,816
Taxes	332,887		183		1,011		0,000	333,070	340,333
Technology support	162,210		117		15,968		23,953	202,248	191,943
Telephone	104,863		1,535		10,189		15,284	131,871	148,667
Travel	28,865		84		2,871		4,306	36,126	28,318
Utilities	568,936		17,631		38,909		58,363	683,839	617,912
VISTA program			-						79,431
Workers' compensation	93,090		<u>-</u>	_	<u> </u>		12,695	105,785	149,976
Total expenses	\$ <u>10,274,521</u>	\$	12,054	\$	809,441	\$	226,858	\$ <u>12,722,874</u>	\$ <u>12,953,654</u>

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

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#### **Consolidated Statement of Cash Flows**

# Year Ended December 31, 2021 (With Comparative Totals for the Year Ended December 31, 2020)

Cash flows from operating activities		<u>2021</u>		<u>2020</u>
Change in net assets	s	(567,686)	¢	3,540,967
Adjustments to reconcile change in net assets to net cash provided by	•	(567,000)	Φ	3,540,907
operating activities		== .==		
Depreciation and amortization		1,472,485		1,395,576
Forgiveness of debt		(131,267)		(131,267)
Unrealized gain on investments		(234,310)		(103,827)
Loss on disposal of property and equipment		267,413		1,362
Decrease (increase) in:				
Accounts receivable		13,484		(445)
Grants and contributions receivable		912,027		(1,102,280)
Prepaid expenses		(60,552)		(22,241)
Other current assets		39,530		(1,579)
(Decrease) increase in:		•		(
Accounts payable		80,826		(46,887)
Accrued expenses		16,563		(107,455)
Other current liabilities		(54,167)		75,022
	-		-	
Net cash provided by operating activities	-	1,754,346	_	3,496,946
Cash flows from investing activities				
Purchases of investments		(1,235,259)		(7,767)
Investment in development in process		(450,004)		(63,149)
Acquisition of property and equipment	_	<u>(1,045,458</u> )		<u>(2,227,481</u> )
Net cash used by investing activities	_	(2,730,721)	_	(2,298,397)
Cash flows from financing activities				
Proceeds from long-term debt		265,091		2,452
Payments on long-term debt		(320,045)		(268,663)
Net cash used by financing activities	_	(54,954)	_	(266,211)
Net (decrease) increase in cash and restricted cash	_	(1,031,329)	_	932,338
Cash and restricted cash, beginning of year	_	4,895,779	_	3,963,441
Cash and restricted cash, end of year	\$_	3,864,450	\$	4,895,779
Composition of cash, cash equivalents and restricted cash, end of year:				
Cash and cash equivalents	s	2,533,606	\$	2 526 200
Replacement reserves	Ð		Ф	3,536,208
		543,800		512,271
Reserve cash designated for properties	-	787,044		847,300
	\$_	3,864,450	\$	4,895,779
Supplemental disclosures:				
Acquisition of property and equipment and development in process through				
accounts payable	\$	98,500	\$	768.564
Acquisition of property and equipment through long-term borrowings from seller	ີຂ		\$	25,412
		350,380	<u>_</u>	
Property and equipment transferred from development in process	=		<b>~</b> _	-
Interest paid	\$_	209,062	\$	238,399

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

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# Notes to Consolidated Financial Statements

#### December 31, 2021 (With Comparative Totals for December 31, 2020)

# **Organization**

Families in Transition, Inc. (FIT), an incorporated New Hampshire nonprofit, provides hunger relief, emergency shelter, safe affordable housing and support services to individuals and families who are homeless or in need in the State of New Hampshire. The programs and services offered provide positive outcomes through the incorporation of evidence based models and practices to meet identified needs and goals of those they serve and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children.

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

During 2021, Family Bridge reached the reached the end of its initial 15-year low-income housing tax credit compliance period. As a result, effective August 31, 2021, BCCC, Inc. and Boston Financial Corporate Tax Credit Fund XXII, withdrew from the Partnership and transferred their ownership interest to Housing Benefits, Inc. (Housing Benefits), a non-profit Community Development Housing Organization, located in Manchester, New Hampshire. In January 2022, Second Street Family Mill, Inc., the general partner, transferred its ownership interest in the Partnership to Housing Benefits. As a result, all assets and liabilities of the Partnership will have been assumed by Housing Benefits, dissolving Family Bridge as a limited partnership.

FIT also owns and operates emergency shelters for homeless individuals in facilities located on Manchester Street and Lake Ave in Manchester, New Hampshire. In 2020, FIT purchased an additional property on Lake Ave in Manchester, New Hampshire where it will operate its food pantry formerly located at the Manchester Street, Manchester, New Hampshire facility.

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

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

#### Notes to Consolidated Financial Statements

# December 31, 2021 (With Comparative Totals for December 31, 2020)

FIT was the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. During 2021, MEH legally dissolved and the program was absorbed by FIT's operations.

FIT also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. Outfitters operates an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for FIT.

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

Wilson Street Condominium Association (the Association) was established for the purpose of maintaining and preserving a five unit property located on Wilson Street in Manchester, New Hampshire. FIT is the majority owner of the Association.

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

FIT has begun the redevelopment of its property located on 434 Union Street in Manchester, New Hampshire. The project will create 11 units of permanent, supportive housing for those experiencing homelessness.

#### 1. Summary of Significant Accounting Policies

#### Principles of Consolidation

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

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

# Notes to Consolidated Financial Statements

#### December 31, 2021 (With Comparative Totals for December 31, 2020)

# **Comparative Information**

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classifications. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2020 consolidated financial statements, from which the summarized information was derived.

#### Use of Estimates

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

#### Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to their consolidated 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

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

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

## Notes to Consolidated Financial Statements

#### December 31, 2021 (With Comparative Totals for December 31, 2020)

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

#### Cash and Cash Equivalents

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

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

#### Property and Equipment

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

Land improvements	20 years
Buildings and improvements	3 - 40 years
Furniture and fixtures	3 - 10 years
Equipment	3 - 10 years
Vehicles	5 years

#### Rental Income

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

# Notes to Consolidated Financial Statements

## December 31, 2021 (With Comparative Totals for December 31, 2020)

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

# Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2021 and 2020 was approximately \$540,000 and \$410,000, respectively.

# Functional Expense Allocation

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

# Change in Net Assets from Operations

The consolidated statements of activities include a measure of change in net assets from operations. Changes in net assets which are excluded from change in net assets from operations, include capital contributions and partner distributions which are considered non-operating.

# Income Taxes

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

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its consolidated financial statements for the impact thereof. As of December 31, 2021 and 2020, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

#### Notes to Consolidated Financial Statements

#### December 31, 2021 (With Comparative Totals for December 31, 2020)

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

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

#### Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 23, 2022, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

#### 2. Availability and Liquidity of Financial Assets

As of December 31, 2021, the Organization has working capital, excluding current assets with donor restrictions, of \$1,402,203 and average days (based on normal expenditures) cash and cash equivalents on hand of 43.

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

	<u>2021</u>	2020
Financial assets: Cash and cash equivalents Accounts receivable Grants and contributions receivable Investments	\$ 2,533,606 54,462 779,471 _2,704,576	\$ 3,536,208 67,946 1,691,498 _1,235,007
Total financial assets	6,072,115	6,530,659
Donor-imposed restrictions: Restricted funds	<u>(1,226,792)</u>	<u>(731,000</u> )
Financial assets available at year end for current use	\$ <u>4,845,323</u>	\$ <u>5,799,659</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 6.

#### **Notes to Consolidated Financial Statements**

#### December 31, 2021 (With Comparative Totals for December 31, 2020)

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

#### 3. Investments and Fair Value Measurement

The Organization reports investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Investments are exposed to various risks, including interest rate, market volatility and credit risks.

U.S. GAAP establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Investments measured at fair value on a recurring basis are summarized below:

	Level 1			
	<u>2021</u>	<u>2020</u>		
Cash and cash equivalents Equity mutual funds Equity securities Fixed income mutual funds	\$  24,481 123,584 1,791,812 <u>  764,699</u>	\$ - 776,600 53,820 404,587		
· · ·	\$ <u>2,704,576</u>	\$ <u>1,235,007</u>		

The Organization had no assets measured using Level 2 or Level 3 inputs at December 31, 2021 and 2020.

# Notes to Consolidated Financial Statements

#### December 31, 2021 (With Comparative Totals for December 31, 2020)

# 4. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 3,764,378	\$ 3,764,378
Land improvements	812,301	666,247
Buildings and improvements	41,388,854	41,923,542
Furniture and fixtures	1,187,879	1,057,806
Equipment	691,474	639,373
Vehicles	307,197	 386,565
	48,152,083	48,437,911
Less: accumulated depreciation	14,825,448	 14,011,995
Property and equipment, net	\$ <u>33,326,635</u>	\$ 34,425,916

At December 31, 2021 and 2020, the Organization held \$37,215,560 and \$37,334,275, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2021 and 2020 was \$11,094,410 and \$10,319,415, respectively.

# 5. Development in Process

At December 31, 2021 and 2020, development in process consisted of various projects in process related to all of the properties owned by the Organization.

# 6. Line of Credit

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The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance as of December 31, 2021 and 2020.

# Notes to Consolidated Financial Statements

# December 31, 2021 (With Comparative Totals for December 31, 2020)

# 7. Long-Term Debt

Long-term debt consisted of the following:

	<u>2021</u>	<u>2020</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$42,847	\$ 46,492
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	97,682	103,048
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	23,994	36,401
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	189,792	196,746
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	120,869	128,086

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# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

# Notes to Consolidated Financial Statements

A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	84,456	84,456
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$84,456 note payable.	336,674	336,674
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	436,958	445,068
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	178,960	193,172
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	212,938	226,725
A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
	,	

# Notes to Consolidated Financial Statements

<b>A</b>	mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A	second mortgage note payable by Housing Benefits to Community Development Finance Authority (CDFA), collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	6,686	19,860
A	mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A	promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,019 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	375,832	396,436
A	promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A	mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	493,132	505,816
<b>A</b>	note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	63,635	72,726

# Notes to Consolidated Financial Statements

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,922 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	221,623	235,835
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,683 include principal and interest at 8% per annum. The note was paid off in 2021.	-	9,544
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	592,650	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	395,940	413,575
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	152,121	156,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2021 and 2020, \$131,267 was recognized as revenue and support in the consolidated	500 606	724 062
statement of activities.	590,696	721,963

# Notes to Consolidated Financial Statements

A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,148	216,148
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	562,808	567,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024.	363,729	372,849
A vehicle loan payable in monthly payments of \$472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.	18,569	20,560
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	6,507	9,791
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$991 include principal and interest at 3.015%. The note is due in full by October 2025.	167,585	174,276
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,283 include principal and interest at 4.94%. The note is due in full by January 2027.	355,288	364,674

#### Notes to Consolidated Financial Statements

# December 31, 2021 (With Comparative Totals for December 31, 2020)

- A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$6,854 are due over a 30 year period starting September 2018 at 4.90% interest.
- A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.
- Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.9% annual interest rate. The loans are due and payable in March 2022.
- A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.
- A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.
- A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.

**687,042** 707,538

711,845 720,000

**841** 15,937

1,448,182

780,000

1,453,182

**523,097** 531,252

780,000

#### Notes to Consolidated Financial Statements

# December 31, 2021 (With Comparative Totals for December 31, 2020)

1,542,342

44,079

9.268

45,000

69

157,854

A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH, LLC on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.

- A technical assistance note payable to NHHFA to provide support to the Organization for renovations at the Union Street Shelter in Manchester, New Hampshire. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.
- A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2% will be required until December 2021.
- A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of \$1,134,188. The loan is due in full 40 years from the closing date.
- A noninterest bearing construction loan payable to City of Manchester, New Hampshire, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of \$275,000. Less current portion Less unamortized deferred costs **106.284 106.284 106.284 15,432,087 15,613,873 300,631 300,631 345,909 85,278 94,186 \$15,046,178 \$15,173,778**

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

# Notes to Consolidated Financial Statements

# December 31, 2021 (With Comparative Totals for December 31, 2020)

Principal maturities of long-term debt over the next five years and thereafter are as follows:

2022	\$ 300,631
2023	551,965
2024	661,132
2025	305,829
2026	161,341
Thereafter	<u>13,451,189</u>
	<b>6</b> 45,400,007
	\$ <u>15,432,087</u>

Interest expense charged to operations, including amortization of deferred costs of \$13,344, was \$209,062 and \$238,399 in 2021 and 2020, respectively.

#### 8. Net Assets

At December 31, 2021 and 2020, net assets without donor restrictions are fully available to support operations of the Organization.

0004

2020

Net assets with donor restrictions were as follows:

、	<u>2021</u>	<u>2020</u>
Investments to be maintained in perpetuity, income is to support general operations	\$25,000	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place	53,258	134,190
Scholarships	26,664	19,264
Housing programs	164,098	35,000
Direct care for clients	407,049	147,904
Hope House	<u> </u>	369,642
Total funds maintained with donor restrictions		
temporary in nature	<u>1,201,792</u>	706,000
Total net assets with donor restrictions	\$ <u>1,226,792</u>	\$ <u>731,000</u>

# Notes to Consolidated Financial Statements

# December 31, 2021 (With Comparative Totals for December 31, 2020)

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

		<u>2021</u>		<u>2020</u>
Satisfaction of purpose restrictions:				
Operating releases				
The Family Place	\$	80,932	\$	9,280
Housing programs		35,000		55,000
Direct care for clients		132,225		103,321
Hope House		338,199		21,566
New Horizons for New Hampshire merger		-		76,944
Substance use disorder services	_	<u> </u>	_	97,717
	\$_	<u>586,356</u>	\$_	363,828

#### 9. Commitments

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

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

#### 10. <u>Retirement Plan</u>

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$107,457 and \$99,580 during the years ended December 31, 2021 and 2020, respectively.

# 11. Noncontrolling Interest

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

Limited Partner	<b>Property</b>	2	<u>021</u>	<u>2020</u>
BCCC, Inc. Boston Financial Corporate Housing Benefits, Inc. BCCC, Inc. Boston Financial Midway	Family Bridge Family Bridge Family Bridge Family Willows Family Willows	1,	- 377,898 10 <u>637,281</u>	\$ 10 607,520 10 <u>1,737,255</u>
		\$ <u>2</u> ,	<u>015,189</u>	\$ <u>2,344,795</u>

#### Notes to Consolidated Financial Statements

#### December 31, 2021 (With Comparative Totals for December 31, 2020)

#### 12. Uncertainty

On March 11, 2020, the World Health Organization declared the coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of the global pandemic, COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and the scale of government actions to mitigate them. To date, the U.S. government has passed legislation which allows for increased funding to states to assist in paying for costs associated with COVID-19. Therefore, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

During 2020, the Organization received \$1,188,400 under the CARES Act Paycheck Protection Program (PPP). The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven were to be repaid within 5 years at 1%. In November 2020, the Organization received notification of full forgiveness and was included in CARES Act grants in the consolidated statement of activities for the year ended December 31, 2020.

During 2021 and 2020, the Organization was awarded \$347,447 and \$2,832,815, respectively, from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grants are pass-through grants provided to the State of New Hampshire through the CARES Act. The GOFERR grants are to be used by the Organization to cover eligible costs outlined in the grant agreements. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the grant agreements and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

During 2021 and 2020, the Organization was awarded \$1,322,840 and \$162,437, respectively, under the McKinney Emergency Shelter Grant Program. The funds were provided to decompress the shelters as a result of the COVID-19. The grant was paid on a reimbursement basis as qualifying expenses were incurred. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the awards and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

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# SUPPLEMENTARY INFORMATION

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# DocuSign Envelope ID: 227D9BE7-22DD-490D-BAAB-DF2510CC6A6E FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

# Consolidating Statement of Financial Position

# December 31, 2021

ASSETS

<b>6</b>		Families In Transition - <u>Operating</u>		Limited Partnerships		Housing <u>Benefits</u>		Family <u>Outfitters</u>	Co	The New Hampshire alition to End Imelessness	ċ	Vilson Street ondominium Association		With Donor Restrictions		Eliminations		Total
Current assets Cash and cash equivalents Accounts receivable Grants and contributions receivable	\$	722,833 84,544 779,471	\$	45,847 10,636	\$	217,763 24,300	\$	110,410 879	\$	228,822 - -	\$	6,139	\$	1,201,792	\$	(65,897)	\$	2,533,606 54,462 779,471
Prepaid expenses Due from related parties Other current assets		97,886 1,970,270 3,445		15,177 1,814 <u>15,931</u>	_	33,690 26,632 <u>32,678</u>	_	- 86,403 -		-		1,552 - -	_	 	_	(2,085,119)		148,305 52,054
Total current assets	_	3,658,449	_	89,405	_	335,063	_	197,692		228,822	_	7,691	_	1,201,792	_	(2,151,016)	_	3,567,898
Replacement reserves Reserve cash designated for properties Related party notes receivable		90,178 88,427 1,725,799		125,386 260,024		294,821 438,593 -		-		-		33,415 - -		-		(1,725,799)		543,800 787,044
Accrued interest receivable on related party notes Investments		1,344,742 2.679.576		-		-		•		-		-		25,000		(1,344,742)		- 2,704,576
Investments Investment in related entities Property and equipment, net Development in process		2,679,576 1,247,739 7,420,192 <u>416,959</u>	_	7,114,322	_	25,051 18,755,158	_	18,467				18,496	_		-	(1.271,790)	_	1,000 33,326,635 416,959
Total assets	\$	18,672,061	\$_	7,589,137	\$_	19,848,686	\$_	216,159	s	228,822	\$	59,602	\$_	1,226,792	\$	(6,493,347)	\$	41,347,912
						LIABILITIE	S A	ND NET ASSE	ETS									
Current liabilities Current portion of long-term debt Accounts payable Accrued expenses Due to related parties Other current liabilities	\$	101,515 211,220 207,768 125,946 6,442	s _	67,852 89,383 837,425 217,812 27,506	s _	131,264 <sup>)</sup> 52,479 569,216 1,724,031 <u>46,578</u>	\$	1,352 11,479 -	s 	27,320 548	s 	921 - -	s _	- - - -	\$	(82,679) (1,344,742) (2,068,337)	\$	300,631 299,996 281,146 
Total current liabilities		652,891		1,239,978		2,523,568		12,831		27,868		921		•		(3,495,758)		962,299
Long-term debt, net of current portion and unamortized deferred costs	_	1,860,532	_	3,573,193	_	11,338,252	_	<u> </u>		<del>_</del>	_	<u> </u>	_	<u> </u>	-	(1,725,799)	_	15,046,178
Total liabilities	_	2,513,423	_	4,813,171	_	13,861,820	_	12,831	_	27,868		921	-	<u> </u>	-	(5,221,557)	-	16,008,477
Net assets Net assets without donor restrictions – controlling interest Net assets without donor restrictions – noncontrolling interest		16,15 <b>8,638</b>	_	760,777 2, <u>015,189</u>	_	5,986,866 _	_	203,328		200.954	_	58,681 -	_	- -	_	(1,271,790) -		22,097,454 2,015,189
Total net assets without donor restriction		16,158,638		2,775,966		5,986,866		203,328		200,954		58,681		-		(1,271,790)		24,112,643
Net assets with donor restrictions		<u> </u>	_	<b>_</b>	-	<u> </u>	_	<u> </u>			_	<u> </u>	-	1,226,792	-	<u> </u>	_	1,226,792
Total net assets	_	16,158,638	_	2,775,966	_	5,986,866	-	203,328	_	200,954	_	58,681	-	1,226,792		(1,271,790)	_	25,339,435
Total liabilities and net assets	\$ <u></u>	18,6 <u>72,061</u>	\$_	7,589,137	\$_	1 <u>9,848,686</u>	\$_	216,159	\$	228,822	\$	59,602	\$_	1,226,792	\$	(6,493,347)	\$	41,347,912

# **Consolidating Statement of Activities**

# Year Ended December 31, 2021

	Families In Transition - <u>Operating</u>	Limited Partnerships	Housing <u>Benefits</u>	Family <u>Outfitters</u>	New Horizons for New <u>Hampshire</u>	Manchester Emergency <u>Housing</u>	The New Hampshire Coalition to End <u>Homelessness</u>	Wilson Street Condominium <u>Association</u>	Eliminations	Without Donor Restrictions <u>Total</u>	With Donor <u>Restrictions</u>	Total
Revenue and support												
Federal, state and other grant support	\$ 2,824,911	s -	\$ 463,909	\$	s -	<b>\$</b> -	<b>S</b> –	<b>\$</b> -	\$ (414,678)		\$ 1,082,148	\$ 3,956,290
CARES Act grants	1,670,287	-	•	-	-	-	-	-	-	1,670,287	-	1,670,287
Rental income, net of vacancies	289,331	687,127	1,456,682	-	-	-	-	98,190	(147,961)	2,383,369	-	2,383,369
Thrift store sales	-	•	-	592,005	-	-	•	-	-	592,005	-	592,005
Public support	2,462,321	-	200,135	65	-	•	80,134	-	(242,367)	2,500,288	-	2,500,288
Special events	342,619	•	-	-	-	-	-	•	• •	342,619	-	342,619
Property management fees	1,144,686	-	-	-	-	· •	•	-	(1,144,686)	•	-	-
Unrealized gain on investments	234,310	-	-	-	-	•	-	-	-	234,310	-	234,310
Loss on disposal of property and												
equipment	(260,590)	(2,045)	(3,463)	-		•	(1,315)	-	-	(267,413)	-	(267,413)
Interest income	96,244	286	1,965	-	•	-	•	29	(96,190)	2,334	-	2,334
In-kind donations	42,933	-		-	-	-	-	-	-	42,933	-	42,933
Forgiveness of debt	-	-	131,267	-	-	•	-	-	-	131,267	-	131,267
Medicaid reimbursements	415,708	-	-	-		-	-	-	•	415,708	-	415,708
Other income	151,398	41,048	119,788	6,191	-	-	· 600	-	(171,277)	147,748	-	147,748
Net assets released from restrictions	586,356	<u> </u>	<u> </u>				<u> </u>	<u> </u>	<u> </u>	586,356	(586,356)	
Total revenue and support	10,000,514	726,416	2,370,283	598.261			79,419	98,219	(2,217,159)	11,655,953	495,792	12,151,745
Expenses												
Program activities	8,425,812	1.055.747	2,697,457	496,854	-	-	54,626	100,813	(2,144,734)	10,686,575	-	10,686,575
Fundraising	588,381	-	221,060	•	-	-	-	-	-	809,441	-	809,441
Management and general	893,140	-	333,718	-	-	-	-	-		1,226,858		1,226,858
Total expenses	9,907,333	1,055,747	3,252.235	496.854			54,626	100,813	(2,144,734)	12,722,874	 -	12,722.874
Excess (deficiency) of revenue and support over expenses	93,181	(329,331)	(881,952)	101,407		-	24,793	(2,594)	(72,425)	(1,066,921)	495,792	(571,129)
Capital contributions	_	_			-		_	3,751	_	3,751	-	3,751
Member distributions	-		(18,257)	-	-	-	-	0,701	18,257	5,751	-	0,101
Partnership distributions	-	(3,084)				-	-		2,776	(308)	-	.(308)
Equity transferred resulting from dissolution		(3,004)	-	-	(5,639,571)	171,412	-	-	2,770	(500)	_	.(000)
Equity agristered resulting from dissolution		<u> </u>			10,000,071)							
Change in net assets	\$5,561,340	\$ <u>(332,415</u> )	\$ <u>(900,209</u> )	\$ <u>101,407</u>	\$ <u>(5,639,571</u> )	\$ <u>171,412</u>	\$ <u>24,793</u>	\$ <u>1,157</u>	\$ <u>(51,392</u> )	\$ <u>(1,063,478</u> )	\$ 495,792	\$(567,686)

# **Consolidating Statement of Activities**

# Year Ended December 31, 2021

	Program Activities							<b>.</b> .			
	Families In Transition - <u>Operating</u>	Limited Partnerships	Housing <u>Benefits</u>	Family <u>Outfitters</u>	The New Hampshire Coalition to End <u>Homelessness</u>	Wilson Street Condominium <u>Association</u>	Program Activities <u>Total</u>	Fundraising	Management and <u>General</u>	Eliminations	Total
Salaries and benefits		_			_	-					
Salaries and wages	\$ 3,849,367	<b>\$</b> -	\$ 579,346	\$ 283,233	s -	\$ -	\$ 4,711,946	\$ 442,872	\$ 664,307	s -	\$ 5,819,125
Employee benefits	405,748	-	92,664	21,465	•	-	519,877	49,841	74,761	-	644,479
Payroll taxes	304,824	<u> </u>	38,267	23,293	<u> </u>	<u> </u>	366,384	34,309	51,464	<u> </u>	452,157
Total salaries and benefits	4,559,939	-	710,277	327,991	-	-	5,598,207	527,022	790,532		6,915,761
Advertising	3,498		-	13,668	500	-	17,666	350	525		18.541
Bad debts	7,740	-	17,958	-	-	-	25,698	-	-	-	25,698
Bank charges	11,661	404	415	8,246	60	5	20,791	1,207	1,811	-	23,809
Condominium association fees	-	-	73,104	-	-	-	73,104	-	-	(58,529)	14,575
Consultants	72,570	-	5,850	3,988	209	-	82,617	7,842	11,763	•	102,222
COVID expenses	22,161	-	-		-	-	22,161	2,216	3.324	-	27,701
Depreciation	321,890	280,321	614,718	3,404	170	4,485	1,224,988	93,661	140,492	-	1,459,141
Events	16,295	•	6,250	-	6,592	-	29,137	•		-	29,137
Food	196,374	-	42,098	-	-	-	238,472	-	-	-	238,472
General insurance	44,994	38,016	70,379	2,318	742	14,397	170,846	11,537	17,306	· _	199,689
Interest expense	32,606	82,927	145,254	· · · ·	_	-	260,787	17,786	26,679	(96,190)	209,062
Management fees	90,948	243,505	727,203	-	34,420	25,973	1,122,049	-		(1,123,653)	(1,604)
Meals and entertainment	3,921	•	396	-	•	•	4,317	432	648	,	5,397
Membership dues	8,730	-	-	-	540	-	9,270	873	1,309	-	11,452
Office supplies	82,547	3,671	22,983	9,451	3.569	70	122,291	10,553	15,829	-	148,673
Operational expenses - other	362,333	· -	-	-	-	-	362,333	-	•	-	362,333
Participant expenses	79,545	2,271	6,615	-	5,000	-	93,431	-	-		93,431
Postage	6,770	•	110	17	-	-	6,897	688	1.033	-	8,618
Printing	14,350	-	72	818	1.880	-	17,120	1.442	2,164	-	20,726
Professional fees	90,368	31,952	49,729	4,000		3,200	179,249	14,010	21,014	-	214,273
Related entity expenses	1,328,050	(100)	(611 020)	60,000	-		776.930			(776,930)	
Rent	64,632		-	24,800		-	89,432	-	-	(89,432)	-
Rental subsidies	265,605	-	-		-	-	265,605	-	-	(00,402)	265,605
Repairs and maintenance	223,916	133,698	268,711	18,416	-	36.264	681.005	49,263	73,895	-	804,163
Staff development	22,598		3.620	187	100		26,505	2,622	3,933		33,060
Taxes	52,991	70,848	209.048	183	-	-	333,070	-,		_	333,070
Technology support	157,444	1,837	2.243	117	686	-	162,327	15,968	23,953		202.248
Telephone	77,568	719	24 324	1.535		2,252	106,398	10,189	15,284	-	131,871
Travel	23,078		5,629	84	158	-,	28,949	2,871	4,306		36,126
Utilities	103,195	165,678	285,896	17,631		14,167	586,567	38,909	58,363	-	683,839
Workers' compensation	77,495		15,595				93,090		12,695		105,785
Total expenses	\$ <u>8,425,812</u>	\$ <u>1,055,747</u>	\$ <u>_2,697,457</u>	\$ 496,854	\$ <u>54,626</u>	\$ <u>100,813</u>	\$ <u>12,831,309</u>	\$ <u>809,441</u>	\$ <u>1,226,858</u>	\$ <u>(2,144,734</u> )	\$ <u>12,722,874</u>



# **Board of Directors**

Roy Tilsley, Chair Bernstein Shur, Shareholder Board member since 2018

Heather Whitfield, Vice Chair People's United Bank, Sr. Vice President Board member since 2018

> Frank Saglio, Treasurer Karr & Boucher, PLLC Board member since 2018

Kristi Scarpone, Secretary FIRST, Director of Corporate Relations & Field Development Strategy Board member since 2018

> Dick Anagnost, At Large Anagnost Companies, President Board member since 2018

Scott W. Ellison, Esquire Prior Chair COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner Board member since 2018

Robert Bartley Bartley Financial Advisors, President, CPA, CFP Board member since 2018

Colleen Cone, Comcast, Vice President, Human Resources Board member since 2018

Alison Hutcheson Merchants Fleet, Associate Director, Legal Board member since 2018

AnnMarie French NH Fiscal Policy Institute, Executive Director Board member since 2018

Rev.1/1/2022 RS



Brian Hansen Worker Bee Fund, Founder Board member since 2018

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

Kitten Stearns Realtor, Coldwell Banker Residential Brokerage Board member since 2018

# Mary Ann Aldrich Dartmouth Hitchcock, Sr. Advisor Community & Relations, External Affairs Board member since 2018

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

> Sarah Jacobs AmeriCorps/Portfolio Manager Board member since 2018

Sean Leighton City of Manchester Police Department, Captain Board member since 2019

Rev. Gayle Murphy Minister At Large-United Church of Christ Board member since 2020

Michael McCormick Business Development Executive, Capgemini Financial Services Board member since 2020

Michael Simoneau Members First Credit Union, SVP, Community Outreach Officer Board member since 2021

> Chad Campbell SilverTech Inc., Vice President of Sales Board member since 2021

> > Rev.1/1/2022 RS



Danielle Pliska FIRST, Vice President, Finance Board member since 2021

Robert Bonfiglio Rise Private Wealth Management, Co-Founder Board member since 2021

Melissa Szymanowski Coca-Cola, Beverages Northeast, Human Resources Director Board member since 2021

# Stephen Norton Solution Health, Chief Strategy Officer Board member since 2021

Susan Harrington Brewster Academy, Chief Financial Officer Board member since 2022

Rev.1/1/2022 RS

# Maria Devlin

#### Profile

Tenured professional with extensive experience leading teams through building strategies and initiatives to drive high performance. Adept at developing and carrying out a strategic vision, particularly those that require buy-in from internal and external stakeholders. Expertise includes fundralsing, change management, organizational leadership, budget management and improving team engagement.

#### Skills/Expertise

Organizational Agility & Complexity Management	Teamwork and Team Building Skills				
Face of the organization Mission Focused	Goal Oriented, Leads by Exemple, Visionary and Focused				
	Management				

# Program/Project Management Experience

#### President & CEO

Families in Transition - New Horizons, Manchester NH

05/2020 - present

The President serves as Chief Executive Officer of Families in Transition-New Horizons and will have overall strategic and operating responsibility for staff, planning, development, management and successful implementation of programs and services, community engagement and execution of strategic objectives and mission of the organization.

- Establishing a vision for community impact that is achieved through the efforts of a diverse team of high-performing leaders,
- Responsible for overseeing the administration of programs to include financial performance and viability, organization
  mission and strategy, organizational operations, resource development and community impact.

#### Chlef Executive Officer

American Red Cross of NH & VT, Concord, NH

03/2008-05/2020

Responsible for representing the American Red Cross in the community. Focus externally on core mission delivery, fundraising and being the face of the Red Cross for the media, donors and their communities. Responsible for oversight and execution of a \$5 million operating budget.

- Created overall strategic planning and oversight for 3 major transitions in Northern New England. Oversight of execution of staff and board integration.
- Lead organizational goals for service delivery, fundraising and external relations for the past 4 years have met or exceeded key performance indicators and revenue target of \$1.2 2.5 million annually
- Lead dual-state (NH/VT) operations with a team of 24 FTEs plus 1100 volunteers at multiple locations In August 2019, bagan merger with Red Cross of Malne to align staffing, processes, procedures for a new 3-state region
- Build lasting community partnerships with local corporations & groups to ensure mission delivery such as installing over 12,000 free smoke alarms in homes across the two states in 5 years
- Ensure that volunteers, youth and young adults are engaged and retained 93% of our volunteer workforce is engaged in providing at least one hour of volunteer time to mission within the last fiscal year

Interim Executive Director Director of Public Affairs Children's Alliance of New Hampshire, Concord, NH

01/2007-03/2008

The Children's Alliance (now New Futures Kids Count) advocates, oducates and collaborates to improve the health and wellness of NH's residents. Collaborated with Board of Directors on organizational budget, development goals, policy initiatives and organizational values and mission. Responsible for all operations: HR, P&L, Board Development, public policy advocacy initiatives

# Maria Devlin

- Organized the Children's Advocacy Network a diverse group of organizations and individuals dedicated to improving the life of children and families through legislative and public policy initiatives, such as statewide kindergarten, statewide children's health insurance, greater access to Children in Need of Services (CHINS) and maintaining access to Supplemental Nutrition Assistance Program (SNAP) benefits
- Acting as the Interim Executive Director supported by 3 paid staff and a board of directors with 12 members
- Stabilized fundraising, operations and personnel to ensure positive transition to new leadership
- In partnership with the Annie E. Casey Foundation, created & released the 2007 Kids Count data book for New Hampshire en annual report which tracks child wellbeing. Data which is used to enrich local and state-level discussions around policy change.

#### Director of Annual Giving Southern New Hampshire University, Manchester, NH

10/2003-01/2007

Responsible for increasing annual giving from SNHU alumni, family and friends through personalized outreach, donor relationship building, and targeted fundraising events.

- Successful \$50,000 asks to build stronger scholarship program for students at university, developed moves management plans for donors to increase donor engagement and support
- Managed annual giving program including direct mail, Telefund (connecting with alumni through current students to raise funds via phone calling) leadership and class giving, faculty/staff giving, class gift and related events
- Coordinated all stewardship activities for University President and VP, Development with average gifts over \$15,000
- Managed stewardship for all scholarship donors with average gift of over \$1,000

#### **Director of Development & Program Services**

Make-A-Wish Foundation of New Hampshire, Manchester, NH

05/1996-10/2003

- Successfully developed, implemented and executed a new volunteer management program to grow active volunteer base
  from 100 to over 500 volunteers throughout the state
- Managed & grew special events fundraising from 15 events annually to over 160 events grossing over \$1 million annually
- Managed communications and public relations created newsletters, managed website, pitched wish stories to media –
  increasing the number of families reached to grant over 250 wishes each year.

#### Education

Southern New Hampshire University, Manchester, NH Master of Science, Organizational Leadership Springfield Collage, Manchester, NH (satellite) Master of Science in Human Services, Community Psychology

University of Maine, Orono, ME Bachelor of Science, Child Development & Family Relations

# Additional Certifications and Development

- Certified Personal Trainer, National Academy of Sports Medicine, 2019
- Adult First Ald/CPR/AED-2-year Certification, American Red Cross, 2018
- Leadership of Non-Profit Organizations, Graduate Certificate, Southern New Hampshire University, 2008

#### Honors& Achievements

- 2015 Community Service Award Winner, Turkish Cultural Center of NH
- 2014 Excellence In Non-Profit Award Recipient from NH Business Review

# Maria Devlin

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- 2013 Business Leader of the Year Pinnacle Award Winner, Greater Concord Chamber of Commerce
- 2013 Presenter at the International Disaster Management Exhibition in Istanbul, Turkey
- 2013 Recognized as one of the Top Women-Led Non-Profits by Business NH Magazine

#### Community

- Women's Resource Group founding member, American Red Cross 3/19-present
- Governor's Council on Diversity and Inclusion, 3/19-present
- Waypoint NH (formerly known as Child & Family Services of NH) Trustee, 1/2015-present
- Volunteer New Hampshire, Board Member 2014-2016
- NH Volunteer Organizations Active In Disaster (NH VOAD), Board Member 2014-2015

#### Meghan E. Shea, LICSW, MLADC



#### OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting. .

EDUCATION / LICENSURB	
Master Licensed Alcohol and Drug Counselor	September 2010- Present
Licensed Independent Clinical Social Worker	October 22, 2012-Present
Master of Social Work, University of New Hampslife Graduated with an MSW from the Advanced Standing Program	May 2010
Bachelos of Art, Social Work, University of New Hampshire Graduated with an BSW with GPA of 3.41	May 2006
EMPLOYMENT	· · · · · · · · · · · · · · · · · · ·
Vice President, Clinical & Supportive Services	
Families in Transition-New Horizons Dec	comber 20th, 2017 — present
<ul> <li>Receivership-Interim Executive Director of Seconity Place</li> </ul>	
<ul> <li>Oversees all clinical and supportive services at Families in Transitive concernency shelter, transitional and permanent supportive housing. It Outpatient services, Recovery Housing and programming.</li> <li>Quality of control of healthcare facilities licensure.</li> </ul>	on-New Horizons including atensive Outpatient Services,
<ul> <li>Oversight of fidelity of evidence based practices and models.</li> </ul>	
<ul> <li>Oversight of staff competencies and required trainings for best practices</li> </ul>	arms the acong
<ul> <li>Supervision of agency program managers and housing director.</li> </ul>	necoso die agoney.
<ul> <li>Provide clinical supervisor for licensure and certifications.</li> </ul>	
<ul> <li>Quality control of all billing policies and procedures.</li> </ul>	
Clinical Director	
Families in Transition Se	pt 14, 2016- December 2017
<ul> <li>Oversee and manage Sr. Housing Program Manager who supervises the support to 25 staff providing housing (emergency, transitional and permanent) and supp serve 200 homeless individual and familles. Supportive services encompass indi therapy, psycho-educational workshops, pro-social family activities and edists int overseo the Family Willows Program Manager who supervises 11 clinical a treatment to women only</li> </ul>	ivo services department with up ortivo services with capacity to vidual case management, ervention.
<ul> <li>Develop and staff Recovery Housing program and implementation of newost programming</li> </ul>	
<ul> <li>Develop and oversight Open Doom outpatient programming for all transitions</li> </ul>	l bousing programs of FTT
Busice quality programming across Families to Transitions clinical department	
<ul> <li>Provide training within the organization and community on substance misuse in</li> </ul>	NH.
<ul> <li>Administer all program policies and procedure for Pamilies In Transition's varies</li> <li>Oversight of billing components of all levels of Co-occurring treatment.</li> </ul>	us Supportive Service

#### Therapist

Bedford Family Therapy

Tecat a caseload of 15 clients in a private outpatient group practice н.

#### January 2014- Present

- Utilize various evidence based practices CBT, DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant to DWI Offender Program providing mandated outpatient session for individuals coming from the Impalred Drivers Program

Participate in weekly supervision with other licensed clinicians part of the private group punctice,

**Clinical & Supportive Service Manager** March 7th, 2016- August 311,2016 Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition
- Ensure compliance with budgetacy and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Pamilies in Transition's various Clinical Programs,

Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016 Families In Transition

- Manage the day to day operations for the Pamily Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.

Provided training and education to staff on clinical intervention and best practices in the group setting.

#### May 2010- September 2014

#### **Families In Transition**

Thempist.

- Facilizated Intensive Outpatient Programing in a group setting daily for up to 12 clients
- в Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the bodine of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new cardiculum changes in the treatment programming

#### MSW Intern

Bedford Counseling - Mental Health Conter of Greater Manchester

- Conducted Intaka interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapoutic intervention services to rwenty-two individuals using helef treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

#### Case Manager

#### June 2006- May 2010

- Families In Transition Provided in home case management acrvices to 30 individuals and families to enhance housing stability among the homeless population.
  - Provided crisis hotline coverage for all clinical programming of Pamilies In Transition
  - Conducted program interviews for the community support program

  - Mainteined all files with updated documentation, clear and concles progress notes and treatment plans
  - Facilitated workshops to help enhance overall wolfness to participants of the program
  - Collaborated with community partners to increase reformal resources

#### PROPESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment July 2014 to Present NH Alcohol & Drug Abuse Counselors Association January 2012 to Present Member of the Manchester Substance Use Collaborative Match 2012 to Present

#### **PRESENTATIONS**

NHI Association for infant mental health workshop Helping Parents Be Parents; Addressing Substance Use and Trauna in a Family System- Loon Mountain June 2015

## May 2009 to May 2010

Providers Association: Addressing Substance Misuse in the Home Environment March 31\*,2016 at Wentworth Douglas Hospital in Dover, NH

## REPERENCES - AVAILABLE UPON REQUEST

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## Lauren Berman

## **Professional Experience**

## 2018-Present Director of Programs, Community Action Partnership of Strafford County, NH

- Manage over 20 programs, including outreach services; electric and fuel assistance; housing and homeless initiatives (federal and state-funded); weatherization; senior services and transportation.
- Prepare and develop annual program budgets totalling 8 million. Prepare grant proposals for current and new programs.
- Hire, train, mentor and manage 20-person staff.
- Developed program goals based on the organization's strategic objectives by building additional homeless services in Strafford County. Expanded our geographic coverage and homeless drop day center.
- Oversaw the development and operation of our first seasonal winter shelter and warming center in 2020-21.

## 2015-2018 Housing Stability Manger, Community Action Partnership of Strafford County

- Assisted clients with obtaining housing eligibility documentation.
- Assisted clients in identifying emotional, financial, and housing barriers while utilizing their strengths to develop a case management plan.
- Executed the Housing First Approach to create a strength-based case management plan for the client.
- Met with clients weekly to assess and assist family needs.
- Established and maintained positive, productive working relationships with team members, mental health professionals, shelters, law enforcement, and other community partners.
- Proactively identified programmatic challenges and issues and provided recommendations for improvement.

#### 2010-2015 Welfare Officer, City of Somersworth, Somersworth, NH

- Administered the general assistance program in accordance with the City of Somersworth Assistance Guidelines and RSA:165.
- Established and maintained relationships with other agencies and organizations in the community to ensure that services were not duplicated.
- Worked with applicants to ensure that all necessary information is submitted to determine eligibility.
- Made referrals when necessary., i.e., Homeless shelters, food pantries.
- Updated the current City Guidelines 2015.

2004-2010 Founder and Partner, Good Works Employment Services York County

• Co-founder and partner of Good Work Employment Services (GWES), a locally run company committed to assisting individuals in finding gainful employment, continuing their education, securing volunteer opportunities, and obtaining housing. Clients referred to GWES by the Burcau of Vocational Rehabilitation (VR), DHHS ASPIRE and Child Protective Services, school districts and private insurers.

## Education

2019-2020	Alumni of Leadership New Hampshire
2017-2018	Alumni of Leadership Seacoast
1999	B.S. Therapeutic Recreation Ithaca College

New Hampshire Seacoast, NH Ithaca, NY

# Samantha Robertson

## Education

UNIVERSITY OF NEW HAMPSHIRE Masters of Social Work, Advanced Standing Summa cum Laude

PLYMOUTH STATE UNIVERSITY

Bachelor of Social Work Concentration: Mental Health, Magna cum Laude Phi Alpha Honor Society, 2012

## Social Work Experience

# NHTI CONCORD'S COMMUNITY COLLEGE, Concord, NH

#### CC Counselor

Provide comprehensive student development through mental health intervention

- Engage in short term solution focused counseling
- Conduct assessments in order to improve life management skills through a Wellness Model
- Work collaboratively with SCAN/BIT team and Health and Wellness Committee

• Co-Facilitate campus wide mental health awareness initiatives with various NHTI directors and NAMI suicide prevention

- Supervise MSW intern
- Implement and provide on campus crisis intervention and emergency protocols
- Connect and maintain community relationship partners
- Develop and implement Counseling Services policy and procedure

• Complete all administrative duties for Counseling Service (data tracking, reporting, scheduling and outreach)

## RIVERBEND COMMUNITY MENTAL HEALTH, Concord, NH ACT Team Manager

March 2018 - June 2019

- Served individuals with primary psychotic or major mood disorders, substance misuse, homelessness, and legal issues
- · Coordinated client discharges into the community from NHH and other DRF's
- Implemented yearly state and SAMHSA audit recommendations and guidelines
- Provided crisis management, case management, and individual therapy
- Coordinated staff schedules, team meetings, and time sheets

## Adult Clinician

July 2016 - March 2018

Provided individual and group therapy to SPMI population.

- Implemented therapeutic interventions (DBT, Motivational Interviewing, and CBT)
- Co-Facilitated skills groups such as DBT and Self-Esteem & Disordered Eating
- Provided safety and risk assessments for individuals with increased SI

May 2015

May 2012

March 2021 - Current

aior mood

- Developed SMART goals, individual treatment plans, and daily SOAP notes
- Conducted intake assessments, eligibility, and diagnosis of prospective CSP clients

#### Clinical Case Manager

Provided clinical case management to SPMI and developmentally disabled population.

- Developed individual treatment plans to meet global and comprehensive needs
  - Worked collaboratively with area agencies, family members, and guardians
  - Provided functional support services and individual and group therapy
  - Completed service referral, clinical assessment, and crisis management

## **CROSS ROADS HOUSE, Portsmouth, NH**

MSW Advanced Clinical Internship

Provided case management to individuals and families affected by homelessness.

- Developed individualized case plans and goals
- Provided crisis intervention and service referrals
- Worked collaboratively with Social Work team on program development
- Co-facilitated family meetings and Rent Ready workshops

## School Based Experience

## CAMPTON SCHOOL DISTRICT, Campton, NH

After School Homework Advisor

Supervised school aged youth K-8

- · Coordinated and facilitated diverse educational enrichment programs
- Collected and documented weekly payments for afterschool program
- Collaborated with other educators on group activities

# PLYMOUTH ELEMENTARY SCHOOL, Plymouth, NH

Preschool Individual Aid

Daily functional support for preschool aged male diagnosed on the Autism Spectrum

- · Conducted 5hr behavioral monitoring through biopsychosocial assessment
- Completed individualized discrete trials focused on IEP goals
- Aided in the development of gross and fine motor skills

## PLYMOUTH PARKS AND RECREATION, Plymouth, NH **After School Homework Advisor**

Oct 2010 - May 2014

- Coordinated and managed diverse enrichment programs
- Provided after school homework support for school aged children K-8.
- Assisted in administrative duties; scheduling, filing, excel, and budgeting

REFERENCES AVAILABLE UPON REQUEST

## June 2015 - July 2016

May 2014 - May 2015

Sept 2013 - May 2014

Sept 2013 - May 2014

## Families in Transition

## Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Devlin	President/CEO	200,000	0%	-
Meghan Shea	Chief Programs Officer	125,000	0%	-
Lauren Berman-Lefebvre	Director of Housing Services	78,000	2%	1,560
Samantha Robertson	Program Manager - Housing	65,000	20%	13,000



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: 603-271-4239 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

June 15, 2021

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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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date
Community Action Partnership Strafford County, Dover, NH	Statewide	\$77,048	\$38,524	\$115,572	June 30, 2021	June 30, 2022
#177200-B004						
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	Statewide	\$173,444	\$86,722	\$260,168	June 30, 2021	June 30, 2022
#177203-B003	1 1					
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	\$308,452	\$219,915	\$528,367	August 31, 2021	August 31, 2022
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	\$137,170	<b>\$</b> 68,585	\$205,755	June 30, 2021	June 30, 2022

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

## His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

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New Hampshire Derry, NH         Rockingham County         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           #174118-R001         Western Southern New Hampshire Derry, NH         Western Rockingham & Coos Counties         \$979,973         \$768,031         \$1,738,004         July 31, 2021         July 31, 2022           Tri-County Community Action Program Inc., Berlin, NH         Statewide         \$261,644         \$130,822         \$392,466         June 30, 2021         June 30, 2022           Tri-County Community Action Program Inc., Berlin, NH         Grafton, Coos, & Carroll Counties         \$178,638         \$90,399         \$269,037         June 30, 2021         June 30, 2022	The Lakes Region Mental Health Center, Inc., Laconia, NH	Laconia	\$202,046	<b>\$</b> 107,170	\$309,216	June 30, 2021	June 30, 2022
Community Services, Inc., Keene, NH         Cheshire 5 Sullivan Counties         \$246,042         \$170,352         \$416,394         August 31, 2021         August 31, 2022           Southwestern Community Services, Inc., Keene, NH         Statewide         \$173,104         \$88,552         \$259,656         June 30, 2021         June 30, 2022           Southwestern Community Services, Inc., Keene, NH         Cheshire 8, Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           Southwestern Community Services, Inc., New Hampshire Derry, NH         Cheshire 8, Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           *177511-R001         Western Rockingham Center for Southern New Hampshire Derry, NH         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           *174118-R001         Western Rockingham Counties         \$978,973         \$758,031         \$1,738,004         July 31, 2021         July 31, 2022           Tri-County Community Action Program Inc., Berlin, NH         Statewide         \$261,644         \$130,822         \$392,466         June 30, 2021         June 30, 2021         June 30, 2022           Tri-County Community Action Program Inc., Berlin, NH         Grafton, Counties         \$178,638         \$90,399         \$269							
Southwestern Community Services, Inc., Keene, NH         Statewide         \$173, 104         \$86,552         \$259,656         June 30, 2021         June 30, 2022           Southwestern Community \$177511-R001         Cheshire & Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           #177511-R001         Cheshire & Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           #177511-R001         Cheshire & Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           The Mental Health Center for Southem New Hampshire Derry, NH         Western Rockingham County         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           The Mental Health Center for Southem New Hampshire Derry, NH         Western Rockingham & Counties         \$979,973         \$758,031         \$1,738,004         July 31, 2021         July 31, 2021         July 31, 2022           Tri-County Community Action Program Inc., Berlin, NH         Statewide         \$261,844         \$130,822         \$392,466         June 30, 2021         June 30, 2022           Tri-County Community Action Program Inc., Berlin, NH         Grafton, Counties         \$178,638         \$90,399         \$269,037         June 30,	Community Services, Inc.,	Sullivan	\$246,042	\$170,352	\$416,394		
Community Services, Inc., Keene, NH         Statewide         \$173,104         \$98,552         \$259,656         June 30, 2021         June 30, 2022           Southwestern Community Services, Inc., Keene, NH         Cheshire & Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           #177511-R001         Cheshire & Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           The Mental Health Derry, NH #177511-R001         Western Rockingham & County         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           The Mental Health Center for Southern New Hampshire Derry, NH         Western Rockingham & Cooe Counties         \$979,973         \$758,031         \$1,738,004         July 31, 2021         July 31, 2022           Tri-County Community Action Program Inc., Berlin, NH #177195-B009         Statewide         \$261,644         \$130,822         \$392,466         June 30, 2021         June 30, 2022           Tri-County Community Action Program Inc., Berlin, NH #177195-B009         Grafton, Counties         \$178,638         \$90,399         \$269,037         June 30, 2021         June 30, 2022	#177511-R001						
Community Services, Inc., Keene, NH         Cheshire & Sullivan Counties         \$570,368         \$292,036         \$862,404         June 30, 2021         June 30, 2022           The Mental Health Center for Southern New Hampshire Derry, NH         Western Rockingham County         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           The Mental Health Center for Southern New Hampshire Derry, NH         Western Rockingham County         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           The Mental Health Center for Southern New Hampshire Derry, NH         Western Rockingham & Cooe Counties         \$979,973         \$758,031         \$1,738,004         July 31, 2021         July 31, 2022           Tri-County Community Action Program Inc., Berlin, NH #177195-B009         Statewide         \$261,644         \$130,822         \$392,466         June 30, 2021         June 30, 2022           Tri-County Community Action Program Inc., Berlin, NH #177195-B009         Grafton, Counties         \$178,638         \$90,399         \$269,037         June 30, 2021         June 30, 2021	Community Services, Inc., Keene, NH	Statewide	\$173,104	<b>\$86</b> ,552	\$259,656		
The Mentai Health Center for Southern New Hampshire Derry, NH         Western Rockingham County         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           The Mentai Health Center for Southern New Hampshire Derry, NH         Western Rockingham & Coos Counties         \$979,973         \$768,031         \$1,738,004         July 31, 2021         July 31, 2022           The Mentai Health Center for Southern New Hampshire Derry, NH         Western Rockingham & Coos Counties         \$979,973         \$768,031         \$1,738,004         July 31, 2021         July 31, 2022           Tri-County Community Action Program Inc., Berlin, NH         Statewide         \$261,644         \$130,822         \$392,466         June 30, 2021         June 30, 2022           Tri-County Community Action Program Inc., Berlin, NH         Grafton, Coos, & Carroll Counties         \$178,638         \$90,399         \$269,037         June 30, 2021         June 30, 2022	Community Services, Inc.,	Sullivan	\$570,368	\$292,036	\$862,404		
Center for Southern New Hampshire Derry, NH         Western Rockingham County         \$540,894         \$286,119         \$827,013         June 30, 2021         June 30, 2022           #174118-R001         Western Southern New Hampshire Derry, NH         Western Rockingham & Coos Counties         \$979,973         \$758,031         \$1,738,004         Jule 30, 2021         Jule 30, 2022           The Mental Health Center for Southern New Hampshire Derry, NH         Western & Coos Counties         \$979,973         \$758,031         \$1,738,004         Jule 31, 2021         Jule 31, 2022           Tri-County Community Action Program Inc., Berlin, NH         Statewide         \$261,644         \$130,822         \$392,466         June 30, 2021         June 30, 2022           Tri-County Community Action Program Inc., Berlin, NH         Grafton, Coos, & Carroll Counties         \$178,638         \$90,399         \$269,037         June 30, 2021         June 30, 2022	#177511-R001						
The Mental Health Center for Southern New Hampshire Derry, NH #174118-R001Western Rockingham & Coos Counties\$979,973\$758,031\$1,738,004July 31, 2021July 31, 2021Tri-County Community Action Program Inc., Berlin, NH #177195-B009Statewide\$261,644\$130,822\$392,466June 30, 2021June 30, 2021June 30, 2022Tri-County Community Action Program Inc., Berlin, NH #177195-B009Grafton, Coos, & Carroll Counties\$178,638\$90,399\$269,037June 30, 2021June 30, 2021	Center for Southern New Hampshire Derry, NH	Rockingham	\$540,894	\$286,119	<b>\$827,013</b> :		
Center for Southern New Hampshire Derry, NH #174116-R001Western Rockingham & Coos Counties\$979,973\$758,031\$1,738,004July 31, 2021July 31, 2021Tri-County Community Action Program Inc., Berlin, NH #177195-B009Statewide\$261,644\$130,822\$392,466June 30, 2021June 30, 2021June 30, 2022Tri-County Community Action Program Inc., Berlin, NH #177195-B009Grafton, Coos, & Carroll Counties\$178,638\$90,399\$269,037June 30, 2021June 30, 2021	#174110-KUUT						
Tri-County Community Action Program Inc., Berlin, NH       Statewide       \$261,644       \$130,822       \$392,466       June 30, 2021       June 30, 2022         Tri-County Community Action Program Inc., Berlin, NH       Grafton, Coos, & Carroll Counties       \$178,638       \$90,399       \$269,037       June 30, 2021       June 30, 2022	Southern New Hampshire	Rockingham & Coos	\$979,973	\$758,031	\$1,738,004		
Community Action Program Inc., Berlin, NH         Statewide         \$261,644         \$130,822         \$392,466         June 30, 2021         June 30, 2022           #177195-B009         Tri-County Community Action Program Inc., Berlin, NH         Grafton, Coos, & Carroll Counties         \$178,638         \$90,399         \$269,037         June 30, 2021         June 30, 2022	#174116-R001						
Tri-County Community Action Program Inc., Berlin, NHGrafton, Coos, & Carroll Counties\$178,638\$90,399\$269,037June 30, 2021June 30, 2021#177195-B009Counties\$178,638\$90,399\$269,037June 30, 2021June 30, 2022	Community Action Program Inc.,	Statewida	\$261, <del>6</del> 44	\$130,822	\$392,466		
Community Action Program Inc., Berlin, NH         Grafton, Coos, & Carroll Counties         \$178,638         \$90,399         \$269,037         June 30, 2021         June 30, 2022	#177195-B009						
Total: \$3,848,823 \$2,335,227 \$6,184,050	Community Action Program Inc., Berlin, NH	Coos, & Carroll	\$178,638	\$90,399	\$269,037		
		Total:	\$3,848,823	\$2,335,227	\$6,184,050		

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

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Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svcs	TBD	\$1,606,764	<b>\$</b> 0	<b>\$1</b> ,606,764
2021	102-500731	Contracts for Prog Svcs	TBD	<b>\$2</b> ,145,410	\$0	\$2,145,410
2022	102-500731	Contracts for Prog Svcs	TBD	\$96,649	\$2,215,928	\$2,312,577
2023	102-500731	Contracts for Prog Svcs	TBD	\$0	\$119,299	\$119,299
			Total:	\$3,848,823	\$2,335,227	\$6,184,050

#### EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

#### Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

fori Shibinette

Lori A. Shibinette Commissioner

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

This Amendment to the Continuum of Care, Concord Permanent Housing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and FIT/NHNH, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), and as amended on May 6, 2020, (Item #37), 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 Standard Contract Language, Section 2, Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2022

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

\$205,755

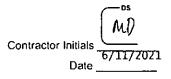
- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1 NH0007L1T001811 (Grant Year 1)
    - 1.2.4.2. NH0007L1T001912 (Grant Year 2)
    - 1.2.4.3. NH0007L1T002013 (Grant Year 3)
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1, to read:

1.2.7.1 Not to exceed \$205,755.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		Grant Year 1	Grant Year 2	<u>Grant Year 3</u>
1.2.8.1.	Supportive Services:	\$66,827	\$66,827	\$66,827
1.2.8.2.	Administrative Expenses:	<u>\$1,758</u>	<u>\$1,758</u>	<u>\$1,758</u>
1.2.8.3.	Total program amount:	\$68,585	\$68,585	\$68,585



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

6/12/2021 • Date

FIT/NHNH, Inc.

DocuSigned by: Maria Deutin

DocuSigned by:

Name: Maria Devlin Tille: President & CEO

6/11/2021

Date

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

		OFFICE OF THE ATTORNEY GENERAL	
6/12/2	2021	DocuSigned by:	
Date		Name: Catherine Pinos	
· .		Title: Attorney	
I hereby the State	certify that the foregoing Amendme e of New Hampshire at the Meeting	ent was approved by the Governor and Executive Co on: (date of meeting)	uncil of
		OFFICE OF THE SECRETARY OF STATE	
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Date		Name: Title:	
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#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES .

#### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

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

Christine L. Santaniello Director

April 22, 2020

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

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## **REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing Sole Source contracts with the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46, 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership Strafford County, Dover, NH	177200- B004	Statewide	\$38,524	\$38,524	\$77,048
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	177203- B003	Statewide	\$86,722	\$86,722	\$173,444
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	\$99,046	\$101,469	\$200,515
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	\$68,585	\$68,585	\$137,170

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu and the Konorable Council Page 2 of 4

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The Lakes Region Mental Health Center, ¦ Inc., Laconia, NH	154480- B001	Laconia	\$99,835	\$102,211	\$202,046
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$85,230	\$87,728	\$172,958
Southwestern Community Services, Inc., Keene, NH	177511- R001	Statewide	\$86,552	\$86,552	\$173,104
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$281,824	\$288,544	\$570,368
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$267,435	\$273,459	\$540,894
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$273,230	\$303,674	\$576,904
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Statewide	\$130,822	\$130,822	\$261,644
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Grafton, Coos, and Carroll Counties	\$88,959	\$89,679	\$178,638
.		Total:	\$1,606,764	\$1,657,969	\$3,264,733

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## His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	TBD	\$1,606,764	\$0	\$1,606,764
2021	102-500731	Contracts for Prog Svc	TBD	\$0	\$1;657,696	\$1,657,696
ļ			Total	\$1,606,764	\$1,657,969	\$3,264,733

#### EXPLANATION

This request is Sole Source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

#### Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted

Lori A. Shibinette Commissioner



## New Hampshire Department of Health and Human Services Continuum of Care, Concord Permanent Housing Program

#### State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, Concord Permanent Housing Program

This 1<sup>st</sup> Amendment to the Continuum of Care, Concord Permanent Housing Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNH, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market St, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (ttem #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, the Contract may be amended and extended 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, increase the price limitation, or modify the ecope 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 1.7, Completion Date, to read:

June 30, 2021.

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

\$137,170

3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

1.2.4.1 NH0007L1T001811 (Grant Year 1)

- 1.2.4.2. NH0007L1T001912 (Grant Year 2)
- 4.<sup>1</sup> Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program . Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1., to read:

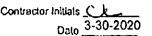
1.2.7.1 Not to exceed \$137,170

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		Grant Year 1	Grant Year 2
1.2.8.1.	Case Management (Supportive Services)	\$64,427	\$64,427
1.2.8.2.	Transportation (Supportive Services)	\$2,400	\$2,400
1.2.8.3.	Administrative Expenses:	<u>\$1,758</u>	<u>\$1,758</u>
1.2.8.4.	Total program amount:	\$68,585	\$68,585
. 1.2.8.5.	Vendor Match (25%)	\$17,147	\$17.147

Amendment#1 Page 1 of 3



#### New Hampshire Department of Health and Human Services Continuum of Care, Concord Permanent Housing Program



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

State of New Hampshire

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

Name antaniello Title:

Department of Health and Human Services

ET/NHNH, Inc.

March 30, 2020 Date

Name: Cathy Kuhn Title: Co-Interim Executive Leaders

FIT/NHNH, Inc. SS-2020-BHS-04-PERMA-08-A01 Amendment #1 Page 2 of 3



New Hampshire Department of Health and Human Services Continuum of Care, Concord Permanent Housing Program

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

OFFICE OF THE ATTORNEY GENERAL

Date

Nerho: Titie:

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:

FIT/NHNH, Inc. SS-2020-BHS-04-PERMA-09-A01 Amendment#1 Page 3 of 3



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#### STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

**DIVISION OF ECONOMIC & HOUSING STABILITY** 

Jeffrey A. Meyers Commissioner

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

#### May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020. 100% Federal Funds.

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
Community Action Partnership Strafford County	Coordinated Entry	177200-B004	Statewide	\$38,524
Community Action Program Belknap-Merrimack Counties, Inc.	Coordinated Entry	177203-B003	Statewide	\$86,722
FIT/NHNH, Inc.	Concord Community Leasing II Permanent Housing	157730-B001	Concord	\$99,046
FIT/NHNH, Inc.	Concord Permanent Housing	157730-B001	Concord	<b>\$68</b> ,585
The Lakes Region Mental Health Center, Inc.	McGrath Street Permanent Housing	154480-B001	Laconia	\$99,835
Southwestern Community Services, Inc.	Permanent Housing Cheshire County	177511-R001	Cheshire & Sullivan Counties	\$85,230
Southwestern Community Services, Inc.	Coordinated Entry	177511-R001	Statewide	\$86,552
Southwestern Community Services, Inc.	Shelter Plus Care Permanent Housing	177511-R001	Cheshire & Sullivan Counties	\$281,824
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Family Housing I Permanent Housing	174116-R001 -	Western Rockingham County	\$267,435

#### His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount	
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Permanent Housing I	174116-R001	Western Rockingham County	\$273,230	
Tri-County Community Action Program, Inc.	Coordinated Entry	177195-B009	Statewide	\$130,822	
Tri-County Community Action Program, Inc.	Permanent Supportive Housing I, Expansion	177195-8009	Grafton, Coos, and Carroll Counties	\$88,959	
	·	·	Total: \$1,606,764		

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office 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 PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD	\$1,606,764
			Total	\$1,606,764

#### EXPLANATION

These requests are **sole source** because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

- A process to engage broad-based, community-wide involvement in addressing homelessness
   on a year-round basis.
- An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

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As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests, Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

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

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

Meyn

Jeffrey A. Meyers 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. المرجع والمرفقية والمجيد والمراجع والمحاصر والمراجع

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والمعير والمائي ومرافر العيري وفراعوه العالمين اليواد

#### FORM NUMBER P-37 (version 5/8/15)

Subject: Continuum of Care, Concord Permanent Housing Program, SS-2020-BHS-04-PERMA-09

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857		
1.3 Contractor Name FIT/NHNH, Inc.		1.4 Contractor Address 122 Market Street Manchester, NH 03101		
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
(603) 641-9441	05-95-42-423010-7927- 102-500731	June 30, 2020	\$68,585	
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631		
1.11 Contractor Signature	//		1.12 Name and Title of Contractor Signatory	
Maureen Dequegard		Maureen Beauregard, President		
proven to be the person whos indicated in block 1.12. 1.13.1 Signature of Notary I	fore the undersigned officer, perso is name is signed in block 1.11, and Public or Justice of the Peace		this document in the capacity	
1.13.2 Name and Title of N Ruth Syrek, Admin. Asst.				
1.14 State Agency Sjegatur		1.15 Nome and Title of Sta Anstructure Sand Vision of Personnel (il applicable)	aniellin Directur Delle	
ву:		Director, On:		
1.17 Approval by the Attorn	ney General (Form, Substance and	Execution) (if applicable)	·····	
By: Christin	Wilson	On: June 9,2019		
1.18 Approval by the Gover	mor and Executive Council (if app	plicable)		
Ву:		On:		
<u></u>		······································		

Page 1 of 4

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").

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#### 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

Page 2 of 4



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.

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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 \$1,000,000per 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.

Page 3 of 4

Contractor Initials MD Date May 29, 2019 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.

Page 4 of 4



New Hampshire Department of Health and Human Services Continuum of Care Program



## SCOPE OF SERVICES

Exhibit A

## Permanent Housing Program

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

NH DHHS Bureau of Housing Supports (BHS) 129 Pleasant Street Concord, NH 03301

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector . General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

FIT Concord PHP SFY2020

Exhibit A Page 1 of 5



New Hampshire Department of Health and Human Services Continuum of Care Program



1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

Exhibit A

## 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC Interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Housing program comprised of six (06) housing units and nine (09) beds serving homeless individuals and or families experiencing mental health and or substance abuse issues, and which includes, but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
- 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records:</u> The Contractor shall maintain the following documentation related to establishing and operating a CoC:
    - 2.3.1.1. <u>Records of Homeless Status</u>. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
    - 2.3.1.2. <u>Records of at Risk of Homelessness Status</u>: The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
    - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
      - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

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# New Hampshire Department of Health and Human Services Continuum of Care Program Exhibit A



Data May 29, 2019

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	2.3.1.3.2	The reasonable belief of imminent threat of fu- violence, or sexual assault or stalking, which would such as a friend or family member of the perpetra written observation by the housing or service provide from a victim service provider, social worker, leg counselor, mental health provider, or other profes sought assistance; current restraining order; recent law enforcement report or records; communication re violence or family members or friends of the perpe emails, voicemails, text messages, and social med by the program participant to whom the violence occ	include threats from a third-party, ator of the violence. This may be er; a letter or other documentation. gal assistance provider, pastoral sional from whom the victim has court order or other court records; records from the perpetrator of the petrator of the violence, including lia posts; or a written certification
2.	assi	ords of Annual Income. For each program pa istance where rent or an occupancy charge is paid itractor must keep the following documentation of an	by the program participant, the
	2.3.1.4.1.	Income evaluation form specified by HUD and comp	leted by the Contractor; and
	2.3.1.4.2.	Source documents (e.g., most recent wage statement statement, public benefits statement, bank statem program participant and income received before the	nent) for the assets held by the
	2.3.1.4.3.	To the extent that source documents are unobta relevant third party (e.g., employer, government be certification by the Contractor's intake staff of the or party of the income the program participant received	nefits administrator) or the written al verification by the relevant third
	2.3.1.4.4.	To the extent that source documents and third-party written certification by the program participant of program participant is reasonably expected to receiv following the evaluation.	the amount of income that the
2.	horr	gram Participant Records. In addition to evidence of l nelessness status, as applicable, the Contractor mus icipant that document:	
	2.3.1.5.1.	The services and assistance provided to that progra that the Contractor has conducted an annual as program participants that remain in the program fo the service package accordingly, and including provided in 24 CFR 578.37(a)(1)(ii)(F); and	ssessment of services for those or more than a year and adjusted
	2.3.1.5.2.	Where applicable, compliance with the termination CFR 578.91.	of assistance requirement in 24
2.		ising Standards. The Contractor must retain docum sing standards in 24 CFR 578.75(b), including inspec	
2.	prov Con	vices Provided. The Contractor must document to vided under the Contractor's program and the amount atractor must keep documentation that these records that the service package offered to program participation	ints spent on those services. The swere reviewed at least annually
2.4.	The Contra	ctor shall maintain records that document compliance	e with:
2.4.	1. <u>The Orc</u>	ganizational conflict-of-interest requirements in 24 CF	R 578.95(c).
FIT Concord	PHP SFY2020	Exhibi A	Contractor Initials

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New Hampshire Department of Health and Human Services Continuum of Care Program Exhibit A



- 2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b).
- 2.4 3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
  - 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
  - 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
  - 2.6.3. <u>Affirmatively Furthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
  - 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
  - 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.
  - 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. Confidentiality. In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
  - 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations;
  - 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
  - 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. Period of Record Retention. The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

#### 3. Program Reporting Requirements

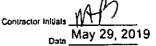
- 3.1. The Contractor shall submit the following reports:
- 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

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Exhibit A

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New Hampshire Department of Health and Human Services



3.12. Other Reports as requested by the State in compliance with NH HMIS policy.

#### 4. Contract Administration

4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

Exhibit'A

4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

#### 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, federal fiscal year 2018, #SF-424; and
  - 5.11. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.12. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

#### 6. Deliverables

- 6.1. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section
   2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
- 6.2,1. Project outcomes shall include, but are not limited to:
  - 62.1.1. Participants exit homelessness faster, and once housed, remain stably housed.
  - 6.2.1.2. Participants experience increased connections to:
    - 6.2.1.2.1. Mainstream benefit resources; employment and/or vocational rehab referrals;
    - 6.2.1.2.2. Mental health and/or substance abuse service access and referrals; and
    - 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

Contractor Initials Dam May 29, 2019



## New Hampshire Department of Health and Human Services Continuum of Care Program

#### Exhibit B

## METHOD AND CONDITIONS PRECEDENT TO PAYMENT

## 1. Permanent Housing Program Funding.

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:
  - 1.2.1. NH General Fund: 0%
  - 1.2.2. Federal Funds: 100%
  - 1.2.3. CFDA #: 14.267
  - 1.2.4. Grant Number: NH0007L1T001811
  - 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)

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- 1.2.6. Program Title: Continuum of Care, Permanent Housing Program
- 1.2.7. Total Amount Continuum of Care;
  - 1.2.7.1. not to exceed \$68,585
- 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

1.2.8.1.	Supp	ortive Services:	\$66,827	
1.2.	8.2.1	Case Management	\$64,4	27
1.2.4	8.2.2	Transportation	\$2,40	סס
1.2.8.2.	Admir	nistrative Expenses:	\$1,758	
1.2.8.3.	Total program amount:		\$68,585	
1.2.8.4.	Vende	or Match (25%)		\$17,147

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

#### 2. Financial Reports

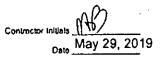
- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

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

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Exhibit 8 Page 1 of 10





## New Hampshire Department of Health and Human Services Continuum of Care Program

#### Exhibit B

- 2.2. 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.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

#### 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).
- 3.3. Match Funds:
  - 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
  - 3.3.2. Match requirements are to be documented with each payment request.
  - 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
    - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
    - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
    - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
    - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

## 3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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Exhibit B Page 2 of 10



### Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.
- 3.4.5. Schedule of Payments:
  - 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
  - 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

#### housingsupportsinvoices@dhhs.nh.gov

- 3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
- 3.5. <u>Review of the State Disallowance of Costs</u>;
  - 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
  - 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
  - 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
  - 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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Exhibit B Page 3 of 10



Exhibit B

# 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

### 5. Expense Eligibility

5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

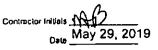
### 5.2. Operating Expenses:

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

## 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

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# New Hampshire Department of Health and Human Services Continuum of Care Program Exhibit B

		Exhibit B	
_	5.3.2.4.	Child Care. The costs of establishing and o care vouchers, for children from families providing meals and snacks, and compreh activities are eligible;	experiencing homelessness, including
	5.3.2.5.	Education Services. The costs of improv skills are eligible;	ing knowledge and basic educational
	5.3.2.6.	Employment assistance and job training. T employment assistance and job training classroom, online and/or computer instru- that assist individuals in securing employ increasing earning potential. The cost program participants in employment assist an eligible cost;	ng programs are eligible, including uction, on-the-job instruction, services ment, acquiring learning skills, and/or of providing reasonable stipends to
	5.3.2.7.	Food. The cost of providing meals or groce	eries to program participants is eligible;
	5.3.2.8.	Housing search and counseling services participants to locate, obtain, and retain su	
•	5.3.2.9.	Legal services. Eligible costs are the fees person(s) under the supervision of I representation in matters that interfere with to obtain and retain housing;	icensed attomeys, for advice and
	5.3.2.10.	Life Skills training. The costs of teaching of never have been learned or have been lo illness, domestic violence, substance ab These services must be necessary to ass independently in the community. Compone of resources and money management management, shopping for food and othe public transportation, and parent training;	est during course of physical or mental buse, and homelessness are eligible. sist the program participant to function ent life skills training are the budgeting at, household management, conflict
	5.3.2.11.	Mental Health Services. Eligible costs are to health conditions that are provided by services are crisis interventions; counselin sessions; the prescription of psychotropic use and management of medications approaches to address multiple problems;	licensed professionals. Component ng; individual, family, or group therapy medications or explanations about the ; and combinations of therapeutic
	5.3.2.12.	Outpatient health services. Eligible costs medical conditions when provided by licen	
·	5.3.2.13.	Outreach Services. The costs of activities providing immediate support and interve program participants, are eligible.	
	5.3.2.14.	Substance abuse treatment services. The easessment, outpatient treatment, group testing are eligible. Inpatient detoxificatio treatment are ineligible;	and individual counseling, and drug
	5.3.2.15.	Transportation Services are described in 2	24CFR 578(e) (15):
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_			Exhibit B	
	5	.3.2.16.	Utility Deposits. This form of assistance consists of paying for ut Utility deposits must be one-time, paid to utility companies;	ility deposits.
	5	.3.2.17.	Direct provision of services. If the service described in 24CFR 578.5 of this section is being directly delivered by the recipient or subreci costs for those services are described in 24 CFR 578(e) (17);	3(e) (1) - (16) pient, eligible
	5	.3.2.18.	Ineligible costs. Any cost not described as eligible costs under this an eligible cost of providing supportive services using Continuum of funds. Staff training and costs of obtaining professional licensure or needed to provide supportive services are not eligible costs; and	Care program
	5	.3.2.19.	Special populations. All eligible costs are eligible to the same exter participants who are unaccompanied homeless youth; person HiV/AIDS; and victims of domestic violence, dating violence, sexu stalking.	s living with
5.4.	Rent	al Assist	lance	
	5.4.1.	Grant fu	unds may be used for rental assistance for homeless individuals and	families.
	5.4.2.	rental a	assistance cannot be provided to a program participant who is alressistance, or who is living in a housing unit receiving rental assistance nee through other federal, State, or local sources.	
	5.4.3.	Rental a establis may be	assistance must be administered in accordance with the policies an shed by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFF :	d procedures R 578.51. and
	5	.4.3.1.	Short term, up to 3 months of rent;	
	5	.4.3.2.	Medium term, for 3-24 months; or	
	5	.4.3.3.	Long-term, for longer than 24 months.	
	5.4.4.	Grant fu rent.	unds may be used for security deposits in an amount not to exceed	2 months of
	5.4.5.		ance payment of the last month's rent may be provided to the landlose ecurity deposit and payment of first month's rent.	d, in addition
	5.4.6.	by the taking in	assistance will only be provided for a unit if the rent is reasonable, a Contractor, in relation to rents being charged for comparable una nto account the location, size, type, quality, amenities, facilities, and intenance of each unit.	ssisted units,
	5.4.7.	for any	ntractor may use grant funds in an amount not to exceed one month damage to housing due to the action of a program participant. For L roperty damages may be paid only from funds paid to the landlord s.	easing funds
	5.4.8.	requirer requirer	g must be in compliance with all State and local housing cod ments, the Lead-Based Paint Poisoning Prevention Act, and ments of the jurisdiction in which the housing is located regarding the icture and operation of the housing or services.	d any other
				MAC

Exhibit B Page 6 of 10

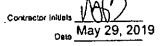




Exhibit B					
:	5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.				
	5.4.9.1.	Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.			
	5.4.9.2.	Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.			
	5.4.9.3.	Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.			
	5.4.9.4.	For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.			
5 <i>.</i> 5.	5.5. Administrative Costs:				
	5.5.1. Eligible administrative costs include:				
	5.5.1.1.	The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and	-		
	5.5.1.2	General management, oversight, and coordination. Costs of overall program			

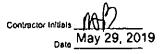
- 5.5.1.2: General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
- 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
  - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments





		Exhibit D	
	5.5.1.2.1.1.1.	Preparing program budgets and schedules, and amendments to those budgets and schedules;	
	5.5.1.2.1.1.2.	Developing systems for assuring compliance with program requirements;	
	5.5.1.2.1.1.3.	Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;	
	5.5.1.2.1.1.4.	Monitoring program activities for progress and compliance with program requirements;	
	5.5.1.2.1.1.5.	Preparing reports and other documents related to the program for submission to HUD;	
	5.5. <b>1.2</b> .1.1.6.	Coordinating the solution of audit and monitoring findings;	
	5.5.1.2.1.1.7.	Preparing reports and other documents directly related to the program submission to HUD;	
	5.5.1.2.1.1.8.	Evaluating program results against stated objectives;	
	5.5.1.2.1.1 <i>.</i> 9.	Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.	
	5.5.1.2.1.1.10.	Travel costs incurred for official business in carrying out the program;	
	5.5.1.2.1.1.11.	Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;	
	5.5.1.2.1.1.12.	Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space;	
	5.5.1.2.1.1.13.	Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and	
	5.5.1.2.1.1.14.	Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.	
5.6.	Leasing:		
	When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.		
5	.6.1. Requirements:		

FIT Concord PHP sty2020 SS-2020-BHS-04-PERMA-09 Exhibit 8 Page 6 of 10





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# New Hampshire Department of Health and Human Services Continuum of Care Program

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	Exhibit B
5.6.1.1.	Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
5.6.1.2.	Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
5.6.1.3.	Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
5.6.1.4 <i>.</i>	Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
5.6.1.5.	Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
<b>5.6</b> <i>.</i> <b>1.6</b> .	Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
5.6.1.7.	Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
5.6.1.8.	Transition, Refer to 24CFR 578.49(b)(8)
5.6.1.9.	Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
5.6. <b>1</b> .10.	The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
5.6.1.11.	The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
5.6.1.12.	Property damages may only be paid from money paid to the fandlord for security deposits.
5.6.1.13.	The Contractor cannot lease a building that it already owns to itself.
5.6.1.14.	Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

Exhibit B Page 9 of 10

Contractor Initials Date May 29, 2019

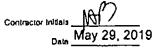


# Exhibit B

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

#### 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.





Date May 29, 2019

#### 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:

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility 1. of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by 2 the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- Documentation: In addition to the determination forms required by the Department, the Contractor 3. 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.
- Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as 4 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. Gratuitles 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.
- Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any 6. 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.
- Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing Ž. 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 reimbursementin excess of costs; Contractor Initials

Exhibit C - Special Provisions



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 are 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 shallnot 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.

Exhibit C - Special Provisions

Page 2 of 5

Contractor Initiats <u>May 29,</u> Date <u>May 29,</u> 2019



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 Contract or 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

Exhibit C - Special Provisions

Contractor Initials

<sub>Date</sub> May 29, 2019



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.
- 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

Exhibit C - Special Provisions Page 4 of 5



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.

#### 20. Contract Definitions:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials Date May 29, 2019

# **REVISIONS TO STANDARD CONTRACT LANGUAGE Revisions to Form P-37, General Provisions** 1.1. Section 4. 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. 1.2. Section 10, 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

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.

uninterrupted delivery of services in the Transition Plan.

#### 2. Renewal

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2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

> Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials <sub>Date</sub> May 29, 2019



#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and subcontractors), 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

CU/DHHS/110713

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2

Vendor Initials 🔐 Date May 29, 2019



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

Vendor Name: FIT/NHNH, Inc.

<u>Máy 29, 2019</u> Dáte

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Title: President

Vendor Initials Date May 29, 2019

CUDHHS/110713

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2 

#### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered): \*Temporary Assistance to Needy Families under Title IV-A

\*Child Support Enforcement Program under Title IV-D

\*Social Services Block Grant Program under Title XX

\*Medicaid Program under Title XIX

Community Services Block Grant under Title VI

\*Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: FIT/NHNH, Inc.

May 29, 2019 Date

ance Nanfe: Maureen Beaureoard

Title: President

Vendor Initials <u>MM2</u> Dato <u>May 29,</u> 2019

CU/DHHS/110713

Exhibit E - Certification Regarding Lobbying

Page 1 of 1



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

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

#### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disgualify such person from participation in this transaction.
- The certification in this clause is a material representation of fact upon which reliance was placed 3. 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

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters

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Page 1 of 2

Vendor Initials Oate May 29, 2019



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

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

### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: FIT/NHNH, Inc.

Namé Maureen Beauregard

Title: President

Date

May 29, 2019

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Vendor Initials Date May 29, 2019

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

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

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

 the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

 the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

 the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for subpension 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 Fal and Whitsbettower protections	Vendor Initials
6/27	1		<sub>Dato</sub> May 29, 2019
Rev.	10/21/14	Page 1 of 2	Date 1110 20, 2010



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

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

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

Vendor Name: FIT/NHNH, Inc.

May 29, 2019

Date

een Beaurega

Title: President

Vendor Initials ed Omenization

I Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Fal and Whistlebower protections

Exhibit G



#### 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, orlibrary services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name: FIT/NHNH, Inc.

May 29, 2019

Name: Maureen Beauregard Title: President

Date

CU/OHHS/110713

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Vendor Initials Date May 29, 2019



Exhibit I

### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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. <u>"Breach"</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b.! <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> 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. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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).
- <u>Privacy Rule</u> 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.

Vendor Initials

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6

Oste May 29, 2019



- Exhibit I
- I. "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "<u>Secretary</u>" 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.
- <u>"Unsecured Protected Health Information"</u> 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. <u>Other Definitions</u> 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Vendor Initials



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.
- 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:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Vendor Initials



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. 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. 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. 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. 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. 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. In the event any individual requests access to, amendment of, or accounting of PHI

Exhibit

- 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.
  - 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 Health Insurance Portability Act Business Associate Agreement Page 4 of 6

Vendor Initials

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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**

- Covered Entity shall notify Business Associate of any changes or limitation(s) in its а. 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.
- Covered Entity shall promptly notify Business Associate of any changes in, or revocation b. 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.
- Covered entity shall promptly notify Business Associate of any restrictions on the use or C. 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

- Definitions and Regulatory References. All terms used, but not otherwise defined herein, a. 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.
- Amendment. Covered Entity and Business Associate agree to take such action as is b. 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.
- Data Ownership. The Business Associate acknowledges that it has no ownership rights C. with respect to the PHI provided by or created on behalf of Covered Entity.
- Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved đ. to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Realth Insurance Portability Act Business Associate Agreement Page 5 of 6

Date May 29, 2019



		Exhibit	2.27
e.	person(s) or circumstance is held in	on of this Exhibit I or the application thereof to avalid, such invalidity shall not affect other ter at without the invalid term or condition; to this I are declared severable.	ms or
f.	destruction of PHI, extensions of the defense and indemnification provisi	regarding the use and disclosure of PHI, ret e protections of the Agreement in section (3) ons of section (3) e and Paragraph 13 of the 7), shall survive the termination of the Agreer	i, the
	WITNESS WHEREOF, the parties heret	to have duly executed this Exhibit I.	
	State	Name of the Vendor	
(	Cutolus Sing	Manger Beguegard	
Sig	nature of Authorizad Representative	Signature of Authorized Representative	
(	husting Suntanielli	Maureen Beauregard	
Nai	ne of Authorized Representative	Name of Authorized Representative	
	Driechr. DALLS	President	
Titl	e of Authorized Representative	Title of Authorized Representative	
	5/30/19	May 29, 2019	
Dat		Date	
	1		

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6

Dale May 29, 2019

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#### 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 Vendor 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 Vendor 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.

Vendor Name: FIT/NHNH, Inc.

Name: Maureen Beauregard Title: President

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Vendor Initials Date May 29, 2019

CU/DHHS/110713

May 29, 2019

Date



FORM A

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

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

<u>X</u> NO \_\_\_\_\_YES

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

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

 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 19867

NO

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

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

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

YES

lame:	Amount:
lame:	Amount:

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

Vendor Initials Dale May 29, 2019

CU/DHHS/110713

Exhibit K



# **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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 Page 1 of 9

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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.

 "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.

- "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.
  - 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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Exhibit K DHHS Information Security Requirements Page 2 of 9

Contractor Initials

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.
- 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

- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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.
- 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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Exhibit K



# **DHHS Information Security.Requirements**

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

- 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

- 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.
- 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.
- 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 compty with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Exhibit K DHHS Information Security Requirements Page 4 of 0

Contractor Initials

Exhibit K



## **DHHS Information Security Requirements**

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

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

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Exhibit K



# **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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.
- 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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Exhibit K DHHS Information Security Requirements Page 6 of 9

Contractor Initials

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit K DHHS Information Security Requirements Page 7 of 9

Contractor Initials

Date May 29, 2019

New Hampshire Department of Health and Human Services

### Exhibit K



### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- 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.

### LOSS REPORTING

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

:

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431,300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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Exhibit K DHHS information Security Requirements Page 8 of 9

Contractor Initials

Doto May 29, 2019

### New Hampshire Department of Health and Human Services

Exhibit K



### **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Contractor Initials

Date May 29, 2019

### State of New Hampshire **Department of Health and Human Services** Amendment #3

This Amendment to the Continuum of Care, McGrath Street Permanent Housing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019. (Item #46), as amended on May 6, 2020, (Item #37), and as amended on June 30, 2021, (Item #47), 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, increase the price limitation, or 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 1.7, Completion Date, to read: June 30, 2023
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$421,578
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director
- Modify Exhibit B, Methods and Conditions Precedent to Payment. Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
  - 1.2.4.1 NH0013L1T001811 (SFY 2020) Grant Year 1
  - 1.2.4.2 NH0013L1T001912 (SFY 2021) Grant Year 2
  - 1.2.4.3. NH0013L1T002013 (SFY 2022) Grant Year 3
  - 1.2.4.4. NH0013L1T002114 (SFY 2023) Grant Year 4
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:
  - 1.2.7.1 Not to exceed \$421,578.
- Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

	Life Skills (Supportive	<u>July 1, 2019 –</u> June 30, 2020	<u>July 1, 2020 –</u> June 30, 2021	<u>July 1, 2021 –</u> June 30, 2022	<u>July 1, 2022 –</u> June 30, 2023
	, , ,	• • • • • •		<b>•</b> ••	
1.2.8.1	Services)	\$18,308	\$18,308	\$7,500	\$18,308
1.2.8.2.	Operations	\$79,193	\$81,569	\$97,336	\$91,720
1.2.8.3.	Administrative Expenses	<u>\$2,334</u>	<u>\$2,334</u>	<u>\$2,334</u>	<u>\$2,334</u>
1.2.8.4.	Total Program Amount	\$99,835	\$102,211	\$107,170	<sup></sup> \$112,362
					MMP
SS-2020-BHS	S-04-PERMA-14-A03 The Lakes F	Region Mental Health Ce	enter, Inc.	Contractor Initials	

6/2/2022

Date

SS-2020-BHS-04-PERMA-14-A03 The Lakes Region Mental Health Center, Inc.

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 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
6/2/2022 Date		· · ·	DocuSigned by: Konen Helect 628CBCEB1B4A1B Name: Karen Hebert Title: Division Director
	-		The Lakes Region Mental Health Center, Inc.
6/2/2022 Date			Margant M. Pritchard Name: Margaret M. Pritchard
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			·
		)	
SS-2020-BHS	-04-PERMA-14-A03	The Lakes Recio	n Mental Health Center, Inc.

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

		OFFICE OF T	HE ATTORNEY G	ENERAL	
6/6/2022		Pokyn, G.			
Date		Name: Robyn Title: Attorne			
l hereby certify th the State of New	at the foregoing A Hampshire at the	Amendment was approve Meeting on:	ed by the Governo (date of	r and Executive meeting)	Council of
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-S-1.0	MMA-14-AUS THE LA	akes Region Mental Health Ce Page 3 of 3	anter, Inc.		

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# State of New Hampshire Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64124 Certificate.Number: 0005773376



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2022.

David M. Scanlan Secretary of State

### **CERTIFICATE OF AUTHORITY**

I, Laura	LeMien	hereby certify that:
(Name	of the elected Officer of the Corporation/LLC; cannot be contract	signatory)
1. I am a duly i	elected Clerk/Secretary/Officer of	lealth Center, Inc.
	, (Corporation/LLC Name)	
	g is a true copy of a vote taken at a meeting of the Board of Direc une 1, 2022_, at which a quorum of the Directors/shareholde (Date)	
VOTED: That	Margaret M. Pritchard, Chief Executive Officer	(may list more than one person)
	(Name and Title of Contract Signatory)	
is duly authoriz with the State	ed on behalf of <u>The Lakes Region Mental Health Center, Inc.</u> to	o enter into contracts or agreements
	(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 1, 2022

Laura M. LeMien Signature of Elected Officer Name: Laura LeMien Title: Board President, LRMHC

Rev. 03/24/20

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AUTOMOBILE LIABILITY					_			COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000	0,000	
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A OWNED AUTOS ONLY	AUTOS			CALH08618574011		06/26/2021	06/26/2022	BODILY INJURY (Per accident)	s		
AUTOS ONLY	AUTOS ONLY					1		PROPERTY DAMAGE (Per accident)	5		
		$\vdash$						Medical payments	s 1,000	-	
B EXCESS LIAB				XOOG25516540011		06/26/2021	06/26/2022	EACH OCCURRENCE	3 1 0 0	0,000	
	CLAIMS-MADE			X00023310040011	•	00/20/2021	00/20/2022	AGGREGATE	*	0,000	
DED A RETEN WORKERS COMPENSATIO	)N	├				┟─────┤			\$		
AND EMPLOYERS' LIABIL									s 1,000	0 000	
C OFFICER/MEMBER EXCLU (Mandatory In NH)	DED?	N/A		ECC-600-4000907-2021A		06/26/2021	06/26/2022	E.L. EACH ACCIDENT		0,000	
If yes, describe under DESCRIPTION OF OPERAT	IONS below					i l		E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	s 1,000		
Professional Liability						· · · · · · · · · · · · · · · · · · ·		Each Incident		0,000	
A				OGLG2551662A011		06/26/2021	06/26/2022	Aggregate	7,000	0,000	
DESCRIPTION OF OPERATIONS	/LOCATIONS / VEHICLE	S (AC	ORD 10	01, Additional Remarks Schedule,	may be at	tached if more sp	ace is required)	I			
Ĭ											
!	<u> </u>										
CERTIFICATE HOLDER			<u> </u>	<u> </u>	CANC	ELLATION	<u> </u>	<u> </u>			
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					BEFORE						
1231 100301	il Gueel				AUTHOR	RIZED REPRESEN	TATIVE	<u> </u>			
Concord				NH 03301		1	$\sim$ .	Culture			

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# Lakes Region Mental Health Center

# Our Mission:

Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our communities.

# Our Vision:

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

# Our Values:

R espect	We conduct our business and provide services with respect and professionalism.
A dvocacy	We advocate for those we serve through enhanced collaborations, community relations and political actions.
I ntegrity	We work with integrity and transparency, setting a moral compass for the agency.
S tewardship	We are effective stewards of our resources for our clients and our agency's health.
E xcellence	We are committed to excellence in all programming and services.
1	 Revised & Anoroved by the Board of Directory 9/15/2015

# The Lakes Region Mental Health Center, Inc.

# FINANCIAL STATEMENTS

June 30, 2021

### DocuSign Envelope ID: D9970FC0-7720-4AA1-9D9F-C156C3F06F6A The Lakes Region Mental Health Center, Inc. TABLE OF CONTENTS June 30, 2021

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# SINGLE AUDIT REPORTS Report Schedule of Expenditures of Federal Awards 1 Independent Auditor's Report on Internal Control Over Financial 2 Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 3 Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance 3 Schedule, of Findings and Scheduled Costs 4

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

### INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of The Lakes Region Mental Health Center, Inc.

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise of the statement of financial position as of June 30, 2021, and the related statement of activities and changes in net assets 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.

### Auditor's 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 auditor's 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.

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www.kbscpa.com

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### DocuSign Envelope ID: D9970FC0-7720-4AA1-9D9F-C156C3F06F6A To the Board of Directors of The Lakes Region Mental Health Center, Inc. Page 2

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2021, 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 Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues and expenses on pages 13-16 are presented for purposes of additional analysis and are 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 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 Matters

### 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* 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 September 15, 2021, on our consideration of The Lakes Region Mental Health Center, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Lakes Region Mental Health Center, Inc.'s internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Lakes Region Mental Health Center, Inc.'s internal control over financial reporting or on compliance.

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To the Board of Directors

of The Lakes Region Mental Health Center, Inc. Page 3

That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Lakes Region Mental Health Center, Inc.'s internal control over financial reporting and compliance.

Kittell, Braragan + Sargert

St. Albans, Vermont September 15, 2021

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### The Lakes Region Mental Health Center, Inc. STATEMENT OF FINANCIAL POSITION

June 30, 2021

### **ASSETS**

CURRENT ASSETS	
Cash	\$ 6,211,514
Investments	2,349,199
Accounts receivable (net of \$1,071,000 allowance)	443,422
Prepaid expenses and other current assets	60,591
TOTAL CURRENT ASSETS	9,064,726
PROPERTY AND EQUIPMENT - NET	6,478,502
TOTAL ASSETS	<u>\$ 15,543,228</u>
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	\$ 1,838
Current portion long-term debt	138,924
Accrued payroll and related	1,098,225
Deferred income	106,447
Accrued vacation	416,911
Accrued expenses	377,514
TOTAL CURRENT LIABILITIES	2,139,859
LONG-TERM DEBT, less current portion	
Notes and Bonds Payable	4,565,161
Less: unamortized debt issuance costs	(83,829)
TOTAL LONG-TERM LIABILITIES	4,481,332
TOTAL LIABILITIES	6,621,191
NET ASSETS	
Net assets without donor restrictions	8,922,037
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 15,543,228</u>

See Notes to Financial Statements

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### The Lakes Region Mental Health Center, Inc.

# STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2021

	Net Assets without Donor Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal /	\$ 1,491,047
State of New Hampshire - BBH	488,193
Other public support	316,611
Total Public Support	2,295,851
Revenues -	14 160 690
Program service fees	14,169,682
Rental income	97,180
Other revenue	465,861
	14,732,723
TOTAL PUBLIC SUPPORT AND REVENUES	17,028,574
EXPENSES	
BBH funded program services -	
Children Services	3,197,034
Multi-service	6,270,815
ACT	1,215,211
Emergency Services	1,275,659
Housing Services	887,684
Non-Eligible	737,751
Non-BBH funded program services	1,857,492
TÓTAL EXPENSES	15,441,646
INCREASE IN NET ASSETS FROM OPERATIONS	1,586,927
Forgiveness of PPP debt	1,687,500
Investment income	619,8 <u>82</u>
	010,002
TOTAL OTHER INCOME	2,307,382
TOTAL INCREASE IN NET ASSETS	3,894,309
NET ASSETS, beginning	·5,027,728
NET ASSETS, ending	<u>\$ 8.922.037</u>

See Notes to Financial Statements.

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The Lakes Region Mental Health Center, Inc.

STATEMENT OF CASH FLOWS

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For the Year Ended June 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 3,894,309
Adjustments to reconcile to net cash	
provided by operations:	
Depreciation and Amortization	. 374,883
Forgiveness of PPP loan debt	(1,687,500)
Unrealized gain on investments	(492,240)
(Increase) decrease in:	
Accounts receivable	536,922
Prepaid expenses	(4,134)
Increase (decrease) in:	
Accounts payable & accrued liabilities	564,462
Deferred income	(230,205)
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,956,497
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(764,308)
Net investment activity	(126,609)
	J
NET CASH (USED) BY INVESTING ACTIVITIES	(890,917)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(124,531)
	、
	1,941,049
	· · · - · ·
	4,270,465
CASH AT END OF YEAR	<u>\$ 6,211,514</u>
	t ,
SUPPLEMENTAL DISCLOSURE	¢ 400 700
Cash Payments for Interest	<u>\$ 136,729</u>
Fixed Assets Acquired through Acquisition of Long-Term Debt	<u>\$ 390,463</u>

See Notes to Financial Statements

### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2021

### NOTE 1

2

### SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Organization

The Lakes Region Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center gualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

### <u>Estimates</u>

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

### Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

### State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

### Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

### Revenue

Revenue from federal, state and other sources is recognized in the period earned.

### **Client Service Revenue**

On July 1, 2020, the Center adopted ASC Topic 606 with no significant impact to its financial position or operations, using the modified retrospective method. There were no contracts that were not completed as of July 1, 2020. The client had no adjustment to opening net assets as of July 1, 2020 as a result of adopting ASC Topic 606. There was no material impact on revenue for the year ended June 30, 2021 as a result of applying ASC Topic 606.

Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time.

### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2021

### NOTE 1

### SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

### Client Service Revenue (continued)

The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

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Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2021 totaled \$13,351,343, of which \$13,140,341 was revenue from third-party payers and \$211,002 was revenue from self-pay clients.

### Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by thirdparty payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

### Basis for Presentation

The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August, 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Orgnizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net asset of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

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

### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS

June 30, 2021

### NOTE 1

### SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued) .:

### Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

### Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The allowance for doubtful accounts was \$1,071,000 and \$1,676,000 for the years ended June 30, 2021 and 2020, respectively. Total patient accounts receivable decreased to \$1,130,488 as of June 30, 2021 from \$2,135,814 at June 30, 2020. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 78% to 95% of total patient accounts receivable.

### Advertising

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Advertising costs are expensed as incurred. Total costs were \$50,872 at June 30, 2021 and consisted of \$22,917 for recruitment and \$27,955 for agency advertising.

### NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

### New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 89% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2021.

### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2021

### NOTE 2

### CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Due to the COVID-19 pandemic the MOE requirements were waived for the 2021 fiscal year by all three of the states MCO's.

### NOTE 3 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$2,000 or more. Property and equipment, at cost, consists of the following:

Land, buildings and improvements Buildings and improvements Computer equipment Furniture, fixtures and equipment Vehicles Artwork Construction in progress Accumulated depreciation	\$ 232,600 6,605,656 1,526,777 696,152 215,730 26,925 6,294 9,310,134 (2,831,632)
NET BOOK VALUE	<u>\$ 6.478.502</u>
ACCOUNTS RECEIVABLE	
ACCOUNTS RECEIVABLE - TRADE	<b>A</b> (70.000
Due from clients	\$ 170,393
Receivable from insurance companies	324,510
Medicaid receivables Medicare receivables	431,673
NECICALE LECENADIES	203,912
Allowance for doubtful accounts	1,130,488
	(1,071,000)
Total Receivable - Trade	59,488

### NOTE 4

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### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2021

NOTE 4

### ACCOUNTS RECEIVABLE (continued)

### ACCOUNTS RECEIVABLE - OTHER

Bridge Subsidy	31,102
HUD	28,649
State of New Hampshire - Surge Center	51,441
BBH - Bureau of Behavioral Health	51,986
Lakes Region Healthcare	50,497
MCO Directed Payments	80,645
Other Grants and Contracts	89,614
Total Receivable - Other	383,934
TOTAL ACCOUNTS RECEIVABLE	<u>\$ 443,422</u>

### NOTE 5 LINE OF CREDIT

As of June 30, 2021, the Center had available a line of credit with an upper limit of \$1,000,000 with a local area bank. At that date, \$-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.50%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2023.

### NOTE 6 | COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2021 for each of the next four years and in the aggregate are:

<u>    June 30,    </u>	Amount		
2022	\$	42,336	
2023		41,775	
2024		21,212	
2025		648	
2026		486	

Total rent expense for the year ended June 30, 2021, including rent expense for leases with a remaining term of one year or less was \$102,077.

### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2021

### NOTE 7

### EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2021 the total contributions into the plan were \$117,483. Total administrative fees paid into the plan for the year ended June 30, 2021 were \$9,765.

### NOTE 8

LONG-TERM DEBT

As of June 30, 2021, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly	
installments of \$19,288 (principal and interest). Secured by	
building, due June, 2047.	\$4,081,833

- 4.45% note payable Meredith Village Savings Bank due in monthly installments of \$3,427 (principal and interest). Secured by building, due November, 2040.
   530,769
- 4.45% note payable Meredith Village Savings Bank due in monthly installments of \$993 (principal and interest). Secured by building due November, 2030.
   91,483

	4,704,085
Less: Current Portion	<u>(138,924</u> )

\$4,481,332

Total long-term debt4,565,161Less: Unamortized debt issuance costs(83,829)

Total Long-Term Debt net with Related Costs

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2022	\$ 138,924
2023	142,154
2024	146,849
2025	151,703
2026	156,723
Thereafter	3,967,732

\$ 4,704,085

### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2021

### NOTE 8 | LONG-TERM DEBT (continued)

The total amount of interest expense incurred during the year was \$142,499, of which, \$136,468 was charged to expense while \$6,031 was capitalized as part of the Plymouth construction project which was completed in fiscal year 2021.

### NOTE 9 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

### NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2021, the status of these funds were as follows:

	 Cost	-	nrealized ain (Loss)			
Large Blend	\$ 461,014	\$	431,813	\$	892,827	
Health	326,511		102,516		429,027	
Large Growth	175,375		3,003		178,378	
Mid-Cap Value	224,657		256,796		481,453	
Short-Term Bond	 254,793		112,721	-	367,514	
	\$ 1,442,350	\$	906,849	\$	2,349,199	

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	\$	28,769
Realized Gains		98,873
Unrealized Gains		492,240
	\$	619 882

### NOTE 11 | FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

# June 30, 2021

### NOTE 11

### FAIR VALUE MEASUREMENTS (continued)

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2021. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

### NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2021, the carrying amount of the cash deposits is \$6,211,514 and the bank balance totaled \$6,286,810. Of the bank balance, \$350,633 was insured by Federal Deposit Insurance and \$4,704,085 was offset by debt, the remaining \$1,482,092 was uninsured at June 30, 2021. ٦

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2021 is as follows:

Due from clients	15 %
Insurance companies	29
Medicaid	-38
Medicare	18
	100 %

### NOTE 13

### LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2021 for general expenditures:

### The Lakes Region Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2021

### NOTE 13

### LIQUIDITY (continued)

Cash	\$ 6,211,514
Investments	2,349,199
Accounts receivable	443,422
	\$ 9,004,135

Restricted deposits and reserves are restricted for specific purposes and therefore not available for general expenditures.

As part of the Center's liquidity management, it has a policy to structure its financial assets available as its general expenditures, liabilities and other obligations come due.

### NOTE 14 RELATED PARTY TRANSACTION

A member of the Center's board of directors is also a partner in a law firm utilized by the Center. The Center paid \$6,427 in fees to this law firm for services during the year ended June 30, 2021.

### NOTE 15 **RISKS & UNCERTAINTIES**

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and o property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain. During the year ended June 30, 2021 the PPP funds received for forgiven by the SBA and recognized as other income on these financial statements in the amount of \$1,687,500.

### NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 15, 2021 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2021, have been incorporated into the financial statements herein.

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### SUPPLEMENTARY INFORMATION

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# DocuSign Envelope ID: D9970FC0-7720-4AA1-9D9F-C156C3F06F6A The Lakes Region Mental Health Center, Inc. ANALYSIS OF ACCOUNTS RECEIVABLE For the Year Ended June 30, 2021

	Re B	accounts eceivable eginning of Year	_0	Gross Fees	/	Contractual Allowances and Other Discounts Given		Cash Receipts		Accounts Receivable End of Year
CLIENT FEES	\$	155,294	\$	737,906	\$	(526,904)	\$	(195,903)	\$	170,393
BLUE CROSS / BLUE SHIELD		277,336		800,715		(590,414)		(424,267)	,	63,370
MEDICAID		955,885		16,850,559		(4,648,204)	(	(12,726,567)	•	431,673
MEDICARE		328,691		1,278,188		(824,025)		(578,942)		203,912
OTHER INSURANCE		418,608		1,202,730		(929,208)		(430,990)		261,140
ALLOWANCE FOR DOUBTFUL ACCOUNTS	í(	(1,676,000)				<u> </u>		·		<u>(1,071,000</u> )
TOTAL	\$	459,814	\$	20,870,098	\$	(7,518,755)	<u>\$</u> (	(14,356,669)	\$	59,488

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# DocuSign Envelope ID: D9970FC0-7720-4AA1-9D9F-C156C3F06F6A The Lakes Region Mental Health Center, Inc. ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES For the Year Ended June 30, 2021

	(C וי Be	eceivable Deferred ncome) From BBH eginning of Year	Per Fi	BBH evenues Audited nancial itements		Receipts for Year	(C Ir	eceivable Deferred ncome) From BBH d of Year
D, 2021	<u>\$</u>	22,921	<u>\$ 488,193</u> <u>\$</u>		\$	(459,128)	\$	51,986
Analysis of Receipts Date of Receipt Deposit Date				-		Amount		
08/14/20					\$	7,508		
08/31/20					Ψ	7,848		
09/22/20						7,564		
10/05/20						55,115		
10/16/20						15,036		
11/05/20						50,224		
11/24/20						15,118		
12/24/20						43,327		
01/05/21						7,552		
01/06/21						45,524		
01/20/21						650		
01/29/21	•					58,531		r
03/17/21						36,439		
03/18/21						19,818		
03/19/21						7,848		

7,848 18,158 7,848 18,204 28,968

459,128

\$

### CONTRACT YEAR, June 30,

Analysis of Receipts
Date of Receipt
Deposit Date
08/14/20
08/31/20
09/22/20
10/05/20
10/16/20
11/05/20
11/24/20
12/24/20
01/05/21
01/06/21
01/20/21
01/29/21
03/17/21
03/18/21
03/19/21
04/01/21
04/06/21
04/30/21
05/25/21
06/23/21

### The Lakes Region Mental Health Center, Inc. STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES . For the Year Ended June 30, 2021

			,					Housing	Services		Non BBH	
-	Total Agency	Admin.	- Total Programs	Children	Multi Service	ACT	Emergency Services	Apts. S.L. Summer	Apts. S.L. McGrath	Non Eligible	Funded Programs	
Program Service Fees:						•					•	
Net Client Fee	\$ 211,002	s -	\$ 211,002	\$ 34,910	\$ 111,439	\$ 13,063	\$ 44,812	<b>\$</b> -	<b>\$</b> -	\$ 6,778	<b>\$</b> -	
Blue Cross/Blue Shield	210,301	-	210,301	90,385	118,129	2,350	(39,936)	-	-	39,373		-
Medicaid	12,202,355	-	12,202,355	2,998,202	8,086,151	731,266	301,637		-	85,099	-	``
Medicare	454,163	-	454,163	85	374,151	14,132	55,677	-	-	10,118	-	
Other Insurance	273,522	-	273,522	108,767	98,722	34,438	(11,522)	-	-	43,117	· •	
Program Sales:												
Service	818,339	2,400	815,939	104,873	138,890	-	7,870	-	-	5,789	558,517	
Public Support - Other:												
United Way	569	569	-	-		-	-	-	-	-	• –	
Local/County Government	164,814	-	164,814	6,478	11,229	3,239	120,220	-	-	23,648	-	
Donations/Contributions	78,656	78,556	100	-	-	-	-	50	50	-	-	
Other Public Support	72,571	-	72,571	9,940	62,631	-	-	-	-	-	-	
Federal Funding:												
HUD Grant	146,711	-	` 146,711	-	-	-	-	44,500	102,211	-	-	
Other Federal Grants	1,344,336	10,080	1,334,256	-	3,998	-	96,505	-	-		1,233,753	
Rental Income	97,180	1,424	95,756	1,424	. 1,729	254	-	45,564	46,531	-	254	
BBH & DS:												
Community Mental Health	488,193	-	488,193	3,355	165,668	225,000	94,170	-	-	-	-	
Interest Income	245	245	-	-	-	-	-	-	-	-	•	
Other Revenues	465,615		277,360		48,275				·		229,085	
	17,028,574	281,530	16,747,044	3,358,419	9,221,012	1,023,743	669,433	90,114	148,792	213,922	2,021,609	
Administration	<u> </u>	_(281,530)	281,530	56,457	155,012	17,210	11,254	1,515	2,501	3,596	33,985	
										-		
TOTAL PUBLIC SUPPORT AND												
REVENUES	\$ 17,028,574	<u>\$0</u>	\$ 17,028,574	<u>\$ 3,414,876</u>	\$ 9,376,024	\$ 1,040,953	<u>\$ 680,687</u>	<u>\$ 91,629</u>	<u>\$ 151,293</u>	<u>\$ 217,518</u>	\$ 2,055,594	

Admin. Allocation Insurance: Assist to Individuals: Consumable Supplies: Occupancy costs: Staff Devel. & Training: PROFESSIONAL FEES AND CONSULTANTS: Personnel Costs: Other Expenditures Postage/shipping Printing Membership Dues Fransportation: dvertising Equipment maintenance Depreciation-Equipment elephone/communications quipment rental Depreciation-Building Staff Medical Food Rent Client services Building/household Other staff development In-Service training Other professional fees Legal fees Substitute Staff Employee benefits Salary and wages Comp. Property/liability Malpractice/bonding Clients Other Office Other Occupancy Costs Other Utilities Heating Costs Mortgage (Interest) **Conferences & conventions** Journals & publications Accounting/audit fees Payroll Taxes Vehicles Taxes Maintenance & repairs TOTAL PROGRAM EXPENSES \$ 9,918,714 --- Agency ----- Administration --- Programs --15,441,646 15,441,646 1,898,229 Total 136,468 22,583 62,437 200,786 49,478 760,197 146,572 285,233 209,211 165,672 169,854 48,347 4,018 229,480 48,170 26,026 50,872 34,405 58,058 21,998 29,020 70,015 74,698 96,628 18,230 75,233 29,659 14,879 15,182 6,188 6,173 8,601 2,914 8,452 2,896 5,797 \$ 1,095,098 1.917.882 (1.917,882) 49,357 118,396 61,659 29,020 136,160 70,015 20,686 35,497 43,927 12,856 19.454 807 39,394 34,836 64,836 10,571 12,767 2,994 2,768 2,089 3,358 1,561 9,529 5,797 8,604 1,471 4,075 3,369 7,957 7,569 952 ŝ b \$ 8,823,616 \$ 15,441,846 13,523,764 1,762,069 Total 698,538 312,079 143,578 249,736 161,392 101,632 164,644 18,230 24,465 35,403 165.284 155,101 156,798 28.893 3.211 24,876 53,833 21,112 53,983 18,629 22,090 67,276 74,698 75,942 14,879 12,414 47,514 6,173 8,601 2,896 5,734 7.500 825 \$ 1,801,846 \$ 3,197,034 Children --- Multi-Service ----2,799,954 147,462 366,451 24,586 11,385 38,958 69,417 50,073 42,845 40,240 45.474 39.778 21,081 13,506 17,399 3,869 3.291 9,900 6,246 4,433 8,947 1,448 13,214 3,859 3,772 4,636 1,391 1,943 337 8 556 911 8 ខ \$ 3,557,794 \$ 6,270,815 5,491,968 778,847 855.095 305,600 81,234 57,827 47,725 24,005 2,792 12,850 38,487 34.338 30,331 96,760 26,383 60,056 69,487 69.384 11,290 13,036 15,360 10,931 16,643 3,963 6,547 5,655 5,544 3,551 1,927 6,834 1,448 4,735 5,329 8,601 373 " \$ 1,215,211 1,064,280 150,931 ACT 148,472 722,339 25,660 55,123 19,377 14,567 13,140 14,897 6,221 1,499 1,505 1,117 2,458 7,844 1.547 1,455 4,577 4,20 1,486 3,567 2,342 7.94 218 ğ â 812 512 ē ę ŝ Emergency ---- Services\_ \$ 1,275,659 1,117,220 158,439 843,960 127.597 65,577 13,228 28,100 11,353 4,500 3,171 1,339 2,082 1,955 2.040 4,69 1.338 826 80 ī 170 88 8 611 ŕ 722 15 ŝ မ္ \$ 170,632 Apts. S.L. Apts. S.L. Summer. - - McGrath 415,087 363,533 51,554 13.517 39,148 11,251 12,386 13,214 10,016 70,902 5,158 1,512 5,382 2,838 3,272 8 248 521 ñ Ŕ 200 8 793 22 22 321 ŝ \* ħ å à \$ 187.257 100 472,597 413,900 58,697 14,983 38,755 24,827 25,685 10,619 71,479 6,449 6,743 1,143 1,189 4,258 4,908 5,474 5,267 4 628 372 781 284 27 ŝ 4 ស្ត 498 482 67 r • 14 - Non-Eligible 737.751 646,121 91,630 437,987 133,125 11,042 402 34,596 1,227 4,914 4,933 5.227 2,091 1,465 1,848 781 570 Ś ŝ 8 260 8 8 2 ŝ 8 4 8 2 ខ 8 \$ 1,101,801 \$ 1,857,492 Programs\_ 1,626,788 Funded 304,233 61,680 53,428 10,200 12,150 21,352 5,230 8,670 6.266 5,936 2,760 1,268 8,221 2,679 7,426 4,821 1,284 2.404 75 ŝ t 781 791 1 496 482 ន្ត័ g = ድ

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The Lakes Region Mental Health Center, Inc. STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2021

Housing Services

Non 88H

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# SINGLE AUDIT REPORTS

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Report 2

### Report 1

### The Lakes Region Mental Health, Inc. SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS For the Year Ended June 30, 2021

	Federal Grantor/Program Title	Additional Award ID	Pass-Through Entity Number	CFDA <u>Number</u>	Expenditures
	ENT OF TRANSPORTATION				
Passed throu	gh the State of New Hampshire,				
Ennance	ed Mobility of Seniors and Individuals with Disabilities		1385-2019-5	20.513	<u>\$ 45,315</u>
	ENT OF HOMELAND SECURITY				
i	gh the State of New Hampshire, Grants - Public Assistance (Presidentially Declared Disasters)	COVID-19	SS-2020-OCOM-11- QUARA-01-A03	97.036	925,314
			20/10-01-005		
U.S. DEPARTM	IENT OF HEALTH AND HUMAN SERVICES				
Provider Relie	of Fund (PRF)	COVID-19	_	93.498	52,823
Passed through	gh the State of New Hampshire,				
	ce Abuse and Mental Health Services Projects of				
Regior	al and National Significance			93.243	4,680
National	and State Tobacco Control Program			93.387	5,400
	•	1			
-	ncy Grants to Address Mental and Substance Abuse		SS-2020-DBH-07-	,	
Disord	ers During Covid-19	COVID-19	RAPID-03	93.665	96,505
J.S. DEPARTM	ENT OF HOUSING AND URBAN DEVELOPMENT				
	gh the State of New Hampshire,				
	hity Development Block Grants/State's progam and initilement Grants			14.228	21,59
			*	14.220	21,000
- /			SS-2020-BHS-04-		
Continut	im of Care Progams	•	PERMA-14-A01	14.267	102,211
			SS-2020-BHS-04-		
Housing	Shelter Program		PERMA-14-A02	14.667	44,500
	TOTAL EXPENDITURES OF FEDERAL AWARDS				<u>\$ 1,298,347</u>
			•		
NOTE A	BASIS OF PRESENTATION				
	I The accompanying schedule of expenditures of federal awards (th	e Schedule) incluc	les the federal award		
	activity of The Lakes Region Mental Health Center, Inc. under pro-	grams of the feder	al government for the		
	year ended June 30, 2021. The information in this Schedule is pre- requirements of Title 2 U.S. Code of Federal Regulations Part 200				
	Cost Principles, and Audit Requirements for Federal Awards (Unif				
	presents only a selected portion of the operations of The Lakes Re intended to and does not present the financial position, changes in	-			•
	Region Mental Health Center, Inc.				,
NOTE B	SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES				
	Expenditures reported on the Schedule are reported on the accruation	al basis of accounti	ing. Such expenditures		
	are recognized following the cost principles contained in the Unifor expenditures are not allowable or are limited as to reimbursement.	rm Guidance, whe	•		
	The Lakes Region Mental Health, Inc., has not elected to use the allowed under the Uniform Guidance.	10 percent de mim	inis indirect cost rate as		

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

### 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 The Lakes Region Mental Health Center, Inc. Laconia, 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 The Lakes Region Mental Health Center, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 15, 2021.

### Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Lakes Region Mental Health Center, 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 The Lakes Region Mental Health Center, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of The Lakes Region Mental Health Center, 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.

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### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether The Lakes Region Mental Health Center, 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.

ttell, Braragan + Sargert

St. Albans, Vermont September 15, 2021

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Kittell Branagan & Sargent

Certified Public Accountants

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

To the Board of Directors of The Lakes Region Mental Health Center, Inc. Laconia, New Hampshire

### Report on Compliance for Each Major Federal Program

We have audited The Lakes Region Mental Health Center, 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 The Lakes Region Mental Health Center, Inc.'s major federal programs for the year ended June 30, 2021. The Lakes Region Mental Health Center, Inc.'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 The Lakes Region Mental Health Center, 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 The Lakes Region Mental Health Center, 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 The Lakes Region Mental Health Center, Inc.'s compliance.

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### **Opinion on Each Major Federal Program**

In our opinion, The Lakes Region Mental Health Center, 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, 2021.

### Report on Internal Control Over Compliance

Management of The Lakes Region Mental Health Center, 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 The Lakes Region Mental Health Center, 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 with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

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

tell, Braragar + Sargut

St. Albans, Vermont September 15, 2021

### SCHEDULE OF FINDINGS/AND QUESTIONED COSTS June 30, 2021

### A. SUMMARY OF AUDIT RESULTS

- 1. The auditor's report expresses an unmodified opinion on whether the financial statements of The Lakes Region Mental Health Center, Inc. were prepared in accordance with GAAP.
- 2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.
- 3. No instances of noncompliance material to the financial statements of The Lakes Region Mental Health Center, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
- 4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.
- 5. The auditor's report on compliance for the major federal award programs for The Lakes Region Mental Health Center, Inc. expresses an unmodified opinion on all major federal programs.
- 6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).
- 7. The programs tested as a major program were:

97.036 - Disaster Grants - Public Assistance

- 8. The threshold used for distinguishing between Types A and B programs was \$750,000.
- 9. The Lakes Region Mental Health Center, Inc. was determined to not be a low-risk auditee.

### B. FINDINGS – FINANCIAL STATEMENTS AUDIT

There were no findings related to the financial statements audit.

### C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

There were no findings or questioned costs related to the major federal award programs.

Respect

Advocacy



### Lakes Region Mental Health Center

### Lakes Region Mental Health Center, Inc. Board of Directors Listing June 2022

POSITON	NAME
President	Laura LeMein
Vice President	Peter J. Minkow
Treasurer	Marsha Bourdon
Secretary	Rev. Judith Wright
Member-At-Large	Erin Crangle
Member-At-Large	Samantha Kokua
Member-At-Large	Kyril Mitchell
Member-At-Large	Deborah Pendergast
Member-At-Large	Stefanie Shea
Member-At-Large	Susan Stearns
Member-At-Large	Gloria Thorington
Member-At-Large	Shawna Young

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Stewardship

Excellence

Integrity

### Celyne M. Godbout

### SUMMARY

Creative, motivated, organized and innovative, advanced degree graduate, with leadership skills, training experience and 5 years of clinical experience, seeking a role as a leader in the field of Human Services.

### **EDUCATION**

Walden University

Ph.D. Human Services - Present Candidate

Walden University M.S. Psychology - April 2021

GPÁ - 4.0

### Southern NH University

Bachelors of Psychology - July 2017 GPA - 3.8

### EXPERIENCE

### Lakes Region Community College, Laconia NH

### Adjunct Professor - Psychology Department, January 2022- Present

Work with students in higher education to impart knowledge and training as well as offer encouragement toward academic achievement.

- Develop and manage class syllabus that meets college and department standards
- Plan lectures, in-class discussions and assignments
- Deliver effective instruction, meeting the needs of students
- Deliver psychology instruction at entry level

Lakes Region Mental Health, Laconia NH

### Director of Residential Services

Oversee multiple housing programs owned and managed by LRMHC. Supervise permanent supportive housing programs and transition current programming to programming that meets the needs of the community. Maintain program integrity of Bridge & Integrative housing programs and supervise team of housing specialists.

- Manage HUD contract renewal for permanent supportive housing program
- Develop budgets for staffing and program funding
- Clinical coordination of programming
- Supervise fiscal year budget and monitor monthly schedules
- Review, modify, and implement Housing Program policies and procedures
- Crisis response support for housing programs

### Coordinator of Long Term Supports & Services, April 2021- Present

Support Long Term Supports and services program. Supervise permanent supportive housing program, Housing Manager and therapeutic support staff. Maintain program integrity of Bridge & Integrative housing programs and supervise housing specialists.

2016 - Present

# 2022- Present

- Manage HUD contract renewal for permanent supportive housing program
- Develop budgets for staffing and program funding support
- Clinical coordination and conflict resolution training for staff
- Supervise fiscal year budget and monitor monthly schedules
- Review, modify, and implement Housing Program policies and procedures
- Crisis response support for housing programs

### Program Manager Integrative & Bridge, Oct 2019 - May 2021

Supervise team of 2 housing specialists. Evaluate and manage budgets, payments and monthly expenses for program needs. Maintain harmonious relationships with landlords, community members and tenants.

- Schedule and conduct training for CM101, and introductory Case Management training for new hires to cover Ethics, Billing Codes, Boundaries and HIPPA Regulations.
- New Employee Training Bridge Overview, which includes HUD guidance, state contracting, and enrollee eligibility criteria
- Review, modify, and implement Housing Bridge Program policies and procedures
- Monitor and evaluate program quality on behalf of LRMHC
- Prepare presentations and provide technical assistance on program to all LRMHC staff
- Conduct research into HUD and New Hampshire Housing Finance Authority rules and guidelines to ensure program integrity is maintained

### Case Management Program and Representative Payee Program Facilitator, June 2018 - Oct 2019

Supervised community case managers in their clinical roles. Supervised Peer Support Staff in their roles within the clinical teams. Evaluated and monitored caseloads, and assigned cases as needed.

- Reviewed and evaluated the staff paperwork and deadlines
- Managed scheduling, coverage and crisis intervention for teams
- Coordinated and developed effective case planning for clients and families, ensuring quality standards were met
- Involved in the hiring and onboarding of new staff
- Researched appropriate program resources to ensure client needs were met
- Managed Representative Payee Program accounts for clients, ensuring appropriate budgeting and benefits were maintained

### Community Support Program Case Manager, June 2016 - June 2018

Supported and monitored adults with mental illness in the community and in their homes

- Researched individualized resources and programs for clients based on assessed need
- Monitored medication, prescriber/nursing services and provided resources
- Researched and evaluated benefit program eligibility based on client's needs
- Assessed and enacted safety planning and community- based crisis intervention

### **Elliot Hospital**

### Licensed Nursing Assistant

Assisted patients with ADL's. Supported a relaxing environment for patient and family members

- Assisted Nurses with care of patients.
- Monitored vital signs
- 1:1 experience working with individuals experiencing psychiatric emergencies
- Float staff, experience working on specialized units such as Intensive Care, Maternity, and the Emergency Department.

### VOLUNTEER WORK

Member – NH Disaster Behavioral Health Response Team – Central NH Region, March 2021 – Present CASA Advocate- Central NH, March 2021- Present

### REFERENCES

Furnished Upon Request

### Jan 2014 - Jan 2015

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## KORI CONROY-KC HEFLER

### PROFESSIONAL SUMMARY

Hardworking and reliable, focused on going above and beyond to support team and serve customers. Trained in supporting and offering top-notch counseling abilities. Motivated to continue to learn and grow as a Mental Health professional.

### SKILLS

- Residential support
- Team support
- Generate reports
- Problem-solving

- Account management support
- Direct operations
- Motivation
- Verbal communication

### EXPERIENCE

Housing Manager, Lakes Region Mental Health Center, Feb 2021 - Current, Laconia, NH

- Researched and analyzed member needs to determine program goals, offerings, and areas in need of improvement.
- Explained participant eligibility, program requirements, and program benefits to potential clients.
- Implemented improved training programs for staff and volunteers.
- Enforced residential rules to protect patients and maintain readiness for different types of emergencies.
- Maintained and managed residents' medication for short- and long-term treatment requirements.

Residential Therapeutic Support Specialist, Lakes Region Mental Health Center, Jan 2020 - Feb 2021, Laconia, NH

- Helped clients follow treatment plans by setting up appointments, arranging transportation, and offering personalized support.
- Counseled patients alone and with groups to assist through difficult times and improve coping with mental health, medical, or substance abuse issues.
- Coordinated timely meal preparation, cleaning, and other housekeeping requirements.
- Enforced residential rules to protect patients and maintain readiness for different types of emergencies.
- Assisted clients with planning budgets, meeting daily objectives and attending important appointments.
- Worked with clients to identify their specific issues potential support options.

Support Staff, Lakes Region Mental Health Center, Jul 2016 - Jan 2020, Laconia, NH

- Handled administrative functions, including filing, typing, copying, and faxing.
- Answered phones, greeted visitors, and answered basic visitor questions.
- Operated office machinery, including photocopiers, scanners, and telephone systems.
- Conducted research, assembled and analyzed data, and submitted reports and documents.

### EDUCATION

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High School Diploma

Inter-Lakes High School - Meredith, NH

Currently Attending

Southern New Hampshire University - Online.

### Todd M Robertson

Program Director – Recovery Specialist- Customer Experience Professional

### **OBJECTIVE**

Position in the field of Recovery Management. Dedication to applying my skills, knowledge, and values as a leader in the industry.

### PROFESSIONAL PROFILE

- Expert team player.
- Motivated interviewer and highly skilled at conflict resolution with an emphasis on customer service.
- Compassionately motivated.

### WORK EXPERIENCE

Housing Manager

Lakes Region Mental Health Center Laconia, NH – February 2022 to present.

\* **PRIMARY PURPOSE:** To facilitate, organize and monitor housing services. Works with program and community partners on program monitoring and development.

**DESCRIPTIONS OF DUTIES & TASKS:** Under the direction of the Coordinator, and within the center's. program policies and procedures, performs the following functions:

### **ESSENT**IAL FUNCTIONS:

- Oversees the Supportive Housing Programs.
- Attends Balance of State and Local Area Service Delivery meetings.
- Assists with staff recruitment. Provides or assists in providing training for staff. Provides individual supervision for Housing staff, counsels staff on performance issues.
- Maintains monthly inspection schedules.
- Performs tenant room inspections on a weekly/bi-weekly or monthly basis to ensure cleanliness and safety.
- Prepares and completes residential leases, handbooks and other required documentation for program participants.
- Ensures financial documentation is complete for program, in collaboration with other departments.

- Liaison to pharmacy for medications needs for program participants.
- Meets with Housing Staff to provide conflict resolution, problem solve, and provide crisis response around issues pertinent to program.
- In collaboration with Quality Improvement and Finance Departments, monitor adherence to state and federal rules and regulations with regards to housing and funding for housing.
- Responsible for managing monthly supplies and maintaining household goods.
- Understands the philosophy and operating procedures of LRMHC and applies them effectively both within and outside the agency.
- Write procedures in collaboration with the Coordinator, Director, CCO and QI.
- Prepares for and facilitates Treatment Team, Housing Management Meeting, and Residency Review Board agenda and minutes.
- Serves on agency committees as requested.
- Attendance is an essential function of this position.
- Performs all other duties as requested by the Coordinator.

### SUD CCM

Lakes Region Mental Health Center Laconia, NH - June 2021 to present.

- Assists patients to maintain community living by teaching activities of daily living and personal care; promotes independent and productive habits to patients in the community.
- Completes case management assessment and develops comprehensive care plans and individual treatment plans and monitors services received. Performs targeted case management services as defined by the HeM's in assisting individuals in gaining access to needed medical, social, educational and other services.
- In collaboration with Prescriber, Emergency Services, families and natural supports, provides ongoing assessment, monitoring, support and crisis interventions to patients as needed.
- Completes required documentation, to include individual service plans (ISP), crisis plans, quarterly reviews and eligibility assessments, in a timely and thorough manner, according to established standards and maintains standards of productivity established for the position.
- Participates actively in supervision, Team Meetings, patient centered conferences and ISP planning; makes contributions and applies what is learned effectively.
- Participates in team activities and promotes supports for program initiatives.
- Introduces patients to resources in the community regularly, utilizing resource information to the best advantage for the patient.
- Assists patients in applying for and/or maintaining financial benefits for which they are eligible.
- Monitors medications prescribed to patients in the program as required and monitors compliance, provides education on prescribed medication and remains familiar with medications prescribed.
- Establishes a staff development plan with Supervisor and makes a concerted effort to seek training into areas identified in the plan.
- Provides community education informally as appropriate and participates in more formal educational presentations as requested.
- May be required to transport patients in their personal vehicle.
- May perform other related job duties as assigned by the Director of the Community Support Program or the Director of the SUD Program.

### Program Director

Riverbank House Laconia; NH - March 2020 to present.

Leader of management meetings. Communication with the families of clients. Scheduling and daily operations coordinator. Crisis mediator for clients and or family. Facilitate groups with clients on various subjects. Provide detailed progress letters for outside sources such as lawyers, probation, and families.

### Assistant Program Director

Riverbank House - Riverbank House Laconia, NH – July 2017 to March 2020

Managing the of advocacy training. Assessing clients progress through stages of our program. Proactive management of corrective measures in accordance with client/staff behavior. Facilitate groups with clients on various subjects.

### Recovery Coach

Riverbank House Laconia, NH November 2015 – July 2017

Working as part of a full program promoting multiple pathways to recovery in a long-term residential community environment. One-on-One coaching with individuals seeking treatment for and offering help through personal experience and understanding.

Advocate for wellness, mentoring, referrals, case management, and group facilitation

Facilitated routine staff meetings and workshops with colleagues on how to best help clients/customers on an individual basis.

### **Machine Operator**

Foss Manufacturing - Hampton, NH- June 2010 to March 2012

Training and supervision of new employees.

Heavy machine operation, testing quality of materials and data entry.

### **Education & Certifications**

2022

American Red Cross- CPR/First Aid/AED certified

COC Part A

COC Part 102

HMIS Privacy and Security

Bitfocus Clarity - Basic Data Entry

NH Bitfocus Clarity Coordinated Entry Training

Dartmouth-Hitchcock Medical Center- Supervision & Team Leadership

### 2021

Hazelden Betty Ford Foundation (virtual)

The opioid crisis: Action for counselors

Dartmouth-Hitchcock Medical Center- NH

Enhanced Illness Management & Recovery (E-IMR)

Dartmouth-Hitchcock Medical Center- NH

Individual Placement & Support, Supported Employment (IPS-SE)

2018

Board of Licensing for Alcohol and Other Drug Use — NH

**CCAR Spirituality** 

2017 Board of Licensing for Alcohol and Other Drug Use
 Certified Recovery Support Worker Performance Domains
 Self-Disclosure Clinical Considerations for Behavioral Health Professionals
 Motivational Interviewing & HIV Update for Substance Use Professionals
 2016 Board of Licensing for Alcohol and Other Drug Use
 Ethical Considerations for Recovery Coaches
 2015 Board of Licensing for Alcohol and Other Drug Use — NH
 CCAR Recovery Coach Academy
 2009 High School Diploma: General Studies Merrimack High School – Merrimack, NH

### CONTRACTOR NAME: The Lakes Region Mental Health Center, Inc.

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Celyne Godbout	Director, Housing Services	\$72,000	0%	0
Kori Conroy-Hefler	Housing Facilitator	\$41,600	0%	0
Todd Robertson	Housing Manager	\$47,000	0%	0

5/2022



### STATE OF NEW HAMPSHIRE

### DEPARTMENT OF HEALTH AND HUMAN SERVICES

### DIVISION OF ECONOMIC & HOUSING STABILITY

ori A. Shibinette Commissioner

Christine L. Sestanicilo

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.dhbs.nh.gov

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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date
Community Action Partnership Strafford County, Dover, NH	Statewide	<b>\$77,048</b>	\$38,524	\$115,572	June 30, 2021	June 30, 2022
#177200-B004	· · · · · · · · · · · · · · · · · · ·					
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH #177203-B003	Statewide	\$173,444	<b>\$8</b> 6,722	\$260,168	June 30, 2021	June 30, 2022
FIT/NHNH, inc., Manchester, NH #157730-B001	Concord	\$308,452	\$219,915	\$528,367	August 31, 202 <u>1</u>	August 31, 2022
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	\$137,170	\$68,585	\$205,755	June 30, 2021	June 30, 2022

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

# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

Keene, NH #177511-R001	Counties				2021	2022
, I *	Western	\$570,368	\$292,036	\$862,404	June 30, 2021 June 30,	June 30, 2022 June 30,
Derry, NH #174116-R001	Rockingham County	\$540,894	\$286,119	· \$827,013	2021	2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham & Coos Countles	\$979, <del>9</del> 73	\$758,031	\$1,738,004	July 31, 2021	July 31, 2022
Tri-County Community Action Program Inc., Berlin, NH	Statewide	\$261,644	\$130,822	<b>\$</b> 392,466	June 30, 2021	June 30, 2022
#177195-B009	<b>)</b> i					
	Grafton, Coos, & Carroll Counties	\$178,638	\$90,399	\$269,037	June 30, 2021	June 30, 2022

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svcs	TBD	\$1,606,764	<b>\$</b> 0	\$1,606,7 <b>6</b> 4
2021	102-500731	Contracts for Prog Svcs	TBD	\$2,145,410	\$0	\$2,145,410
2022	102-500731	Contracts for Prog Svcs	TBD	\$96,649	\$2,215,928	\$2,312,577
2023	102-500731	Contracts for Prog Svcs	TBD	\$0	\$119,299	\$119,299
			Total:	\$3,848,823	\$2,335,227	\$6,184,050

### EXPLANATION

This request is Sole Source because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

for Shibinette

Lori A. Shibinette Commissioner

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

This Amendment to the Continuum of Care, McGrath Street Permanent Housing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), 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 Standard Contract Language, Section 2, Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:
- June 30, 2022
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$309,216

- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1 NH0013L1T001811 (Grant Year 1)
    - 1.2.4.2 NH0013L1T001912 (Grant Year 2)

1.2.4.3. NH0013L1T002013 (Grant Year 3)

 Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$309,216.

 Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

12.8. Funds allocation under this agreement for Continuum of Care Program;

:		<u>Grant Year 1</u>	<u>Grant Year 2</u>	<u>Grant Year 3</u>
1.2.8.1.	Life Skills (Supportive Services)	\$18,308	\$18,308	\$0
1.2.8.2.	Operations	\$79,193	\$81,569	\$104,836
1.2.8.3.	Administrative Expenses	<u>\$2,334</u>	<u>\$2,334</u>	<u>\$2,334</u>
1.2.8.4.	Total Program Amount	\$99,835	\$102,211	\$107,170

SS-2020-BHS-04-PERMA-14-A02

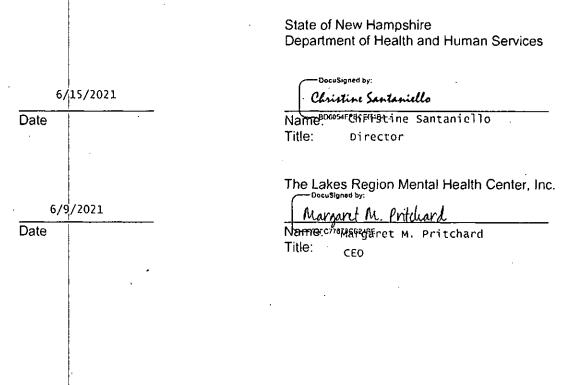
The Lakes Region Mental Health Center, Inc. Contractor Initials

Date

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

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



SS-2020-BHS-04-PERMA-14-A02 The Lakes Region Mental Health Center, Inc.

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

		OFFICE OF THE ATTORNEY GENERAL
	5/2021	DocuSigned by:
Date		Name. Attorney
l hereby the State	certify that the foregoing Amendm of New Hampshire at the Meeting	ent was approved by the Governor and Executive Council of on: (date of meeting)
		OFFICE OF THE SECRETARY OF STATE
Date		Name: Title:
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SS-2020-B	HS-04-PERMA-14-A02 The Lakes Rec	nion Mental Health Center, Inc.

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### STATE OF NEW HAMPSHIRE

### DEPARTMENT OF HEALTH AND HUMAN SERVICES .

### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

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

Christine L. Santaniello Director

April 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership Strafford County, Dover, NH	177200- B004	Statewide	\$38,524	\$38,524	\$77,048
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	177203- B003	Statewide	\$86,722	\$86,722	\$173,444
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	\$99,046	\$101,469	\$200,515
FIT/NHNH, Inc., Manchester, NH	157 <u>7</u> 30- B001	Concord	\$68,585	\$68,585	\$137,170

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

6

### His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

The Lakes Region Mental Health Center, Inc., Laconia, NH	154480- B001	Laconia	\$99,835	\$102,211	\$202,046
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$85,230	\$87,728	\$172,958
Southwestern Community Services, Inc., Keene, NH	177511- R001	Statewide	\$86,552	\$86,552	\$173,104
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$281,824	\$288,544	\$570,368
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$267,435	\$273,459	\$540,894
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$273,230	\$303,674	\$576,904
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Statewide	\$130,822	\$130,822	\$261,644
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Grafton, Coos, and Carroll Counties	, \$88,959	\$89,679	\$178,638
		Total:	\$1,606,764	\$1,657,969	\$3,264,733

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

Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	TBD	\$1,606,764	\$0	\$1,606,764
2021	102-500731	Contracts for Prog Svc	TBD	\$0	\$1,657,696	\$1,657,696
			Total	\$1,606,764	\$1,657,969	\$3,264,733

### EXPLANATION

This request is **Sole Source** because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language,/ Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

### Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted,

Lori A. Shibinette Commissioner



### New Hampshire Department of Health and Human Services Continuum of Care, McGrath Street Permanent Housing Program

### State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, McGrath Street Permanent Housing Program

This 1<sup>st</sup> Amendment to the Continuum of Care, McGrath Street Permanent Housing Program contract (hereinafter referred to as "Amendment #1") 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 Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Beacon Street East, Laconia, NH, 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal., the Contract may be amended and extended 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, increase the price limitation, or modify the scope of services to support continued dolivery 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:

June 30, 2021.

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

### \$202,046.

- 3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:

1.2.4.1 NH0013L1T001811 (Grant Year 1)

1.2.4.2 NH0013L1T001912 (Grant Year 2)

4. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1, to read:

1.2.7.1 Not to exceed \$202,046

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

<u>/ear 1 Grant Year 2</u>
8 \$18,308
3 \$81,569
<u>\$2.334</u>
5 \$102,211
3 \$26,136.25

The Lakes Region Mental Health Center, Inc. SS-2020-BHS-04-PERMA-14-A01

Amendment #1 Page 1 of 3





### New Hampshire Department of Health and Human Services Continuum of Care, McGrath Street Permanent Housing Program

All terms and conditions of the Contract not inconsistent with this Amendment #1 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

3/87/20 Date

Name taniett Title: DEHS

The Lakes Region Mental Health Center, Inc.

margaretm hard

Name: Margaret M. Pritzhand Tille: Chief Executive Officer

The Lakes Region Mental Health Center, Inc. SS-2020-BHS-04-PERMA-14-A01

Amendmont#1 Page 2 of 3



1

### New Hampshire Department of Health and Human Services Continuum of Care, McGrath Street Permanent Housing Program

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

### OFFICE OF THE ATTORNEY GENERAL

U//Lo.

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:

The Lekes Region Montal Health Conter, Inc. SS-2020-BHS-04-PERMA-14-A01

Amendmont#1 Page 3 of 3



Jeffrey A. Meyèrs

Commissioner

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### STATE OF NEW HAMPSHIRE

### DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEA 603-

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

May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020, 100% Federal Funds.

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
Community Action Partnership Strafford County	Coordinated Entry	177200-8004	Statewide	\$38,524
Community Action Program Belknap-Merrimack Counties, Inc.	Coordinated Entry	177203-B003	Statewide	\$86,722
FIT/NHNH, Inc.	Concord Community Leasing II Permanent Housing	157730-B001	Concord	\$99,046
FIT/NHNH, Inc.	Concord Permanent Housing	157730-8001	Concord	\$68,585
The Lakes Region Mental Health Center, Inc.	McGrath Street Permanent Housing	154480-B001	Laconia	\$99,835
Southwestern Community Services, Inc.	Permanent Housing Cheshire County	177511-R001	Cheshire & Sùllivan Counties	\$85,230
Southwestern Community Services, Inc.	Coordinated Entry	177511-R001	Statewide	\$86,552
Southwestern Community Services, Inc.	Shelter Plus Care Permanent Housing	177511-R001	Cheshire & Sullivan Counties	\$281,824
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Family Housing I Permanent Housing	174116-R001	Western Rockingham County	\$267,435

### His Excellency, Governor Christopher T. Sununu and the Honorable Council

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Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Permanent Housing I	174116-R001	Western Rockingham County	\$273,230
Tri-County Community Action Program, Inc.	Coordinated Entry	177195-B009	Statewide	\$130,822
Tri-County Community Action Program, Inc.	Permanent Supportive Housing I, Expansion	177195-B009	Grafton, Coos, and Carroll Counties	\$88,959
	· · · · · · · · · · · · · · · · · · ·	· ·	Total:	\$1,606,764

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office 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 PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD	\$1,606,764
			Total	\$1,606,764

### EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

### His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

A process to engage broad-based, community-wide involvement in addressing hometessness on a year-round basis.

An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.

Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.

All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests. Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

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

Page 4 of 4

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

Jeffrey A. Meyers 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.

# FORM NUMBER P-37 (version 5/8/15) Subject: Continuum of Care, McGrath Street Permanent Housing Program, SS-2020-BHS-04-PERMA-14

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		1.2 State Agency Address		
NH Department of Health and Human Services		129 Pleasant Street		
		Concord, NH 03301-3857		
1.3 Contractor Name	· ·	1.4 Contractor Address		
The Lakes Region Mental He	alth Center, Inc.	40 Beacon Street East		
		Laconia, NH 03246		
			,	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number			· ·	
(603)516-9300	05-95-42-423010-7927-	June 30, 2020	\$99,835	
	102-500731			
1.9 Contracting Officer for S		1.10 State Agency Telephon	e Number	
Nathan D. White, Director	store i Beney	603-271-9330		
1.11 Contractor Signature	(	1.12 Name and Title of Contractor Signatory		
	(1)	Margaret M Pritchard		
m/argarem	Fritchard			
	1 -			
1.13 Acknowledgement: St	ate of NH , County of	Delknop	•	
		cerincp		
On 5/31/19 , be	fore the undersigned officer, perso	mally appeared the person identifie	ed in block 1.12, or satisfactorily	
proven to be the person whos	e name is signed in block 1.11, an	d acknowledged that s/he executed	this document, in the capacity	
indicated in block 1.12.	-			
1.13.1 Signature of Notary I	Public or Justice of the Peace			
DIAR	7			
-11/50				
(Scal)		ER-BROWN, Notory Public		
	stary or Justice of My Comelsion			
	۰ ،			
1.14 State Agency Signatur	<u> </u>	1,15, Name and Title of Stat	A REACH SIGNALOOU	
	· N		the regency signatory	
( KING TX V X	- 5kill	NUNISHMOCV	ananjohn mocha	
	Department of Administration, Di	rision of Personnel (if applicable)	A MARINE AND A MARINE AND	
1.16 Approval by the Run 1	Department of Administration, on	rision of Personner (ij appreaalej	· · · · · · · · · · · · · · · · · · ·	
U. S. S.	• · · · · · · · · · · · · · · · · · · ·	Discuss On		
By:		Director, On:		
1.17 Approval by the Allorn	ey General (Form, Substance and	Execution) (if applicable)		
ALA		On: 6/4/19.		
By: (INH		On: 6419		
1.18 Approval by the Gover	nor and Executive Council (if app	plicable)	· ·	
Ву:		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 effirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monics 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 (4) 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 ascentaining 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 taws.

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

Page 2 of 4



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 EXHLBIT 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 \$1,000,000per occurrence and \$2,000,000 pggregate; 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.

Page 3 of 4

Contractor Initials

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 exempl 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

Page 4 of 4

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. BEADINGS. 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.





### SCOPE OF SERVICES

Exhibit A

### Permanent Supportive Housing Program

### 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

NH DHHS Bureau of Housing Supports (BHS) 129 Pleasant Street Concord, NH 03301

- 12. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State; through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et seq.
- 15. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b). US Department, of Housing and Urban Davelopment (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

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1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

### 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Housing program comprised of four (4) housing units and fourteen (14) beds serving homeless, disabled adults with mental illness, and which includes, but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records</u>: The Contractor shall maintain the following documentation related to establishing and operating a CoC:
  - 2.3.1.1. <u>Records of Homeless Status</u>. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
  - 2.3.1.2. <u>Records of at Risk of Homelessness Status:</u> The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
  - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:

2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal, assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

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	2.3.1.3.2	The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.
	ass	cords of Annual Income. For each program participant who receives housing sistance where rent or an occupancy charge is paid by the program participant, the intractor must keep the following documentation of annual income:
	2.3.1.4.1.	Income evaluation form specified by HUD and completed by the Contractor; and
	2.3.1.4.2.	Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
	2.3.1.4.3.	To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
	2.3.1.4.4.	To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
	hoл	gram Participant Records. In addition to evidence of homelessness status or at-risk-of- nelessness status, as applicable, the Contractor must keep records for each program ticipant that document:
	2.3.1.5.1.	The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
	2.3.1.5.2.	Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
		using Standards. The Contractor must retain documentation of compliance with the sing standards in 24 CFR 578.75(b), including inspection reports.
	prov Cor	vices Provided. The Contractor must document the types of supportive services vided under the Contractor's program and the amounts spent on those services. The ntractor must keep documentation that these records were reviewed at least annually that the service package offered to program participants was adjusted as necessary.
2.	4. The Contra	ctor shall maintain records that document compliance with:
	2.4.1. The Org	ganizational conflict-of-interest requirements in 24 CFR 578.95(c).

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2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b).

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2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).

- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
  - 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
- 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
- 2.6.3. <u>Affirmatively Furthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
- 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
- 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.

2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.

2.7. <u>Confidentiality.</u> In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to sensure:

2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations;

- 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
- 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Retention</u>. The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or lederal law or regulation.

### 3. Program Reporting Requirements

- 31. The Contractor shall submit the following reports:
- 3.1.1. <u>Annual Performance Report (APR)</u>; Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

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3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

### 4. Contract Administration

4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

Exhibit A

4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

### 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, federal fiscal year 2018, #SF-424; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD / regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
- 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.
- 6. Deliverables
  - 61. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
  - 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section
     2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
  - 6.2.1. Project outcomes shall include, but are not limited to:
    - 6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.

6.2.1.2. Participants experience increased connections to:

- 6.2.1.2.1. Mainstream benefit resources; employment and/or vocational rehab referrals;
- 6.2.1.2.2. Mental health and/or substance abuse service access and referrals; and
- 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.
- 63. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

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### Exhibit B

### METHOD AND CONDITIONS PRECEDENT TO PAYMENT Permanent Housing Program Funding 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8. Price Limitation and for the time period specified below. 1.2. This Agreement 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: 1.2.1. NH General Fund: 0% 1.2.2. Federal Funds: 100% 1.2.3. CFDA #: 14.267 NH0013L1T001811 1.2.4. Grant Number: 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD) 1.2.6. Program Title: Continuum of Care, Permanent Housing Program 1.2.7. Total Amount Continuum of Care; 1.2.7.1. not to exceed \$99,835 1.2.8. Funds allocation under this agreement for Continuum of Care Program; 1.2.8.1. Supportive Services: \$18,308 1.2.8.2.1 Life Skills \$18,308 1.2.8.2. Operations \$79,193 1.2.8.3. Administrative Expenses: \$2,334 1.2.8.4. Total program amount: \$99,835 1.2.8.5. Vendor Match (25%) \$25,543 .3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding. 2. Financial Reports 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following: 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200. 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

NH DHHS **Bureau of Housing Supports** 129 Pleasant Street Concord, NH 03301

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Exhibit B

- 22. 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.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

### 3. Project Costs: Payment Schedule: Review by the State

- 31. 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

### 3.3. Match Funds;

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

### 3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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	3.4.2.	ailowab	ontractor shall only be reimbursed for those costs designated as eligible and le costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must ritten approval from the State prior to billing for any other expenses.
3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed amount as specified in this Exhibit, and defined by HUD under the provisions of Pul Law 102-550 and other applicable regulations.			
3.4.4. Payment of Project Costs shall be made through the utilization of funds as through the U.S. Department of Housing and Urban Development Title XIV programs under the Hometess Emergency Assistance and Rapid Transition to Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in a and time period not to exceed as specified in Section 1.2. Exhibit B.			
	3.4.5:	Schedu	le of Payments:
		9.4.5.1. ·	All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month; for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
	3	1.4.5.2.	In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:
			housingsupportsinvoices@dhhs.nh.gov
	<sub>э</sub> З	.4.5.3.	The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
3	.5. <u>Revi</u>	ew of the	State Disallowance of Costs:
	3.5.1.	Perform	time during the performance of the Services, and upon receipt of the Annuat ance Report, Termination Report or Audited Financial Report, the State may all Project Costs incurred by the Contractor and all payments made to date.
	3.5.2.	to be a	uch review, the State shall disallow any items or expenses that are not determined lowable or are determined to be in excess of actual expenditures, and shall, by notice specifying the disallowed expenditures, inform the Contractor of any such rance.
	<b>3</b> .5.3.	pay suc	tate disallows costs for which payment has not yet been made, it shall refuse to the costs. Any amounts awarded to the Contractor pursuant to this Agreement are to recapture.
	3.5.4.	this Aga any Feo said se NH-HM	standing anything to the contrary herein, the Contractor agrees that funding under eement may be withheld, in whole or in part, in the event of non-compliance with deral or State law, rule or regulation applicable to the services provided, or if the rvices, products, required report submissions, as detailed in Exhibits A and B, or IS data entry requirements have not been satisfactorily completed in accordance terms and conditions of this Agreement.

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### Exhibit B

### 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the Géneral Provisions P-37, changes timited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

### 5. Expense Eligibility

5.1. Based on the continued receipt/availability of-federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

### 5.2. Operating Expenses:

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing:
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

### 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

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	5.3.2.4.	care vouchers, for chi	Idren from families exper	ng child care, and providing child- iencing homelessness, including e and coordinated developmental
	5.3.2.5.	Education Services. T skills are eligible;	he costs of improving kr	nowledge and basic educational
	5.3.2.6.	employment assistan classroom, online and that assist individuals increasing earning po	ce and job training pr Vor computer instruction, in securing employment, ptential. The cost of pr	osts of establishing and operating ograms are eligible, including on-the-job instruction, services acquiring learning skills, and/or oviding reasonable stipends to and job training programs is also
	5.3.2.7.	Food. The cost of prov	iding meals or groceries t	o program participants is eligible;
	5.3.2.8.		counseling services. Cos obtain, and retain suitable	its of assisting eligible program housing are eligible;
	5.3.2.9.	person(s) under the	supervision of license ars that interfere with hom	ed by licensed attorneys and by ed attorneys, for advice and eless individual or family's ability
	5.3.2.10.	never have been learn illness, domestic viole These services must b independently in the co of resources and m	ed or have been lost dur ince, substance abuse, be necessary to assist the community. Component life honey management, ho g for food and other nee	life management skills that may ing course of physical or mental and homelessness are eligible, e program participant to function a skills training are the budgeting usehold management, conflict aded items, nutrition, the use of
	5.3.2.11.	health conditions the services are crisis inte sessions; the prescript	t are provided by licen rventions; counseling; inc ion of psychotropic medic nt of medications; and	ect outpatient treatment of mental ised professionals. Component dividual, family, or group therapy ations or explanations about the d combinations of therapeutic
	5.3.2.12.		lces. Eligible costs are the provided by licensed m	ne direct outpatient treatment of edical professionals;
	5.3.2.13.		upport and intervention,	gage persons for the purpose of as well as identifying potential
	5.3.2.14.	assessment, outpatier	it treatment, group and i patient detoxification and	of program participant intake and individual counseling, and drug other inpatient drug or alcohol
	5.3.2.15.	Transportation Service	s are described in 24CFR	578(e) (15);
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# Exhibit B 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies; 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) - (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17); 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking. 5.4. Rental Assistance

### 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.

- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51. 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance. 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor. 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move. For project-based, sponsor-based, or tenant-based rental assistance, program 5.4.9.4. participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party. 5.5. Administrative Costs: 5.5.1. Eligible administrative costs include: 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR-578.43 through 578.57, because those costs are eligible as part of those activities; and General management, oversight, and coordination. Costs of overall program 5.5.1.2. management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following: 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration. 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following: Contractor Initials

Exhib: B

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		Exhibit B
	5.5.1.2.1.1.1.	Preparing program budgets and schedules, and amendments to those budgets and schedules;
	5.5.1.2.1.1.2.	Developing systems for assuring compliance with program requirements;
	5.5.1.2.1.1.3.	Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
	5.5.1.2.1.1.4.	Monitoring program activities for progress and compliance with program requirements:
	5.5.1.2.1.1.5.	Preparing reports and other documents related to the program for submission to HUD;
	5.5.1.2.1.1.6.	Coordinating the solution of audit and monitoring findings;
	5.5.1.2.1.1.7.	Preparing reports and other documents directly related to the program submission to HUD;
	5.5.1.2.1.1.8.	Evaluating program results against stated objectives:
	5.5.1.2.1.1.9.	Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.
	5.5.1.2.1.1.10.	Travel costs incurred for official business in carrying out the program;
	5.5.1.2.1.1.11.	Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;
	5.5.1.2.1.1.12.	Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space:
	5.5.1.2.1.1.13.	Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and
	5.5.1.2.1.1.14.	Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.
5	.6. Leasing:	·
	When the Contracto	r is leasing the structure, or portions thereof, grant funds may be used
	to pay for 100 perce	int of the costs of leasing a structure or structures, or portions thereof,
		or supportive services to homeless persons for up to three (3) years. not be used to lease units or structures owned by the Contractor, their

5.6.1. Requirements:

exception for good cause.

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parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an





ľ	·	Exhibit B
	5.6.1.1.	Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
	5.6.1.2.	Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
	5.6.1.3.	Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
	5.6.1.4.	Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
	5.6.1.5.	Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
	5.6.1.6.	Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
	5.6.1.7.	Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
	5.6.1.8.	Transition, Refer to 24CFR 578.49(b)(8)
	5.6.1.9.	Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
	<b>5.6.1.10</b> .	The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
1	5.6.1.11.	The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
	5.6.1.12.	Property damages may only be paid from money paid to the landlord for security deposits.
	5.6.1.13.	The Contractor cannot lease a building that it already owns to itself.
	5.6.1.14.	Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.
- 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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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:

- 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.
- 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 afair hearing in accordance with Department regulations.

5. Gratuitles 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 behall 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.

8. 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.

Conditions of Purchaso: 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 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 reimbursementin excess of costs;

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Exhibit C - Special Provisions



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 at 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:

- 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 reflacting 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 altorney or guardian.

Exhibit C - Special Provisions

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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.

 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 deomed 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 Contract 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

Exhibit C - Special Provisions

Contractor Initials

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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 orgin 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.

 Pilot Program for Enhancement of Contractor Employee Whistlablower 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 ovaluate 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

Exhibit C - Special Provisions

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 Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 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.

### 20. Contract Definitions:

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- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Exhibit C - Special Provisions

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### REVISIONS TO STANDARD CONTRACT LANGUAGE

### 1. Revisions to Form P-37, General Provisions

1.1. Section 4. 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 funds. 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.

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.

### 1.2. Section 10, 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.

### Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language. Contractor Initials

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### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Soction 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, Titla 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 subcontractors), 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

Exhibit D - Centification regarding Drug Free Workplace Requirements Page 1 of 2

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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
  - Taking appropriate personnel action against such an employee, up to and including 1.6.1. 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;
- Making a good faith effort to continue to maintain a drug-free workplace through 1.7. implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Exhibit D - Certification regarding Drug Free

Workplace Requirements Page 2 of 2

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

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

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Vendor Initial:

CU/CH045/110713



### CERTIFICATION REGARDING LOBBYING

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

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

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

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

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).

If any lunds 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-L)

The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

Exhibit E -- Certification Regarding Lobbying

Vendor Initia

CU/DHHS/110713

Page t of 1



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

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

### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal (contract), the prospective primary participant is providing the cartification 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 disgualify 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).
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good failth the certification required by this clause. The knowledge and

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Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

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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, OHHS 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 embczzlement, 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 lier 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.

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Exhibit F -- Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

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

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

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

- the Ornnibus Crime Control and Safe Streets Act of 1958 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statuto 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. pl. 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.

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Page 1 of 2

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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 Oepartment of Health and Human Services Office of the Ombudsman.

The Vendor idenlified 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 Vandor agrees to comply with the provisions indicated above.

Date

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### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name hatres Region Munta Heatth enter Inc fitle<sup>-</sup>

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Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Vendor Initial



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### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.
- <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Tille 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.
- <u>"Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
  - "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164,501.
- J. <u>"HITECH Act</u>" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- <u>"HIPAA</u>" 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.
  - "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).
- "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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page Fol 6

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Exhibit 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. Business Associate Use and Disclosure of Protected Health Information. (2)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. Business Associate may use or disclose PHI: For the proper management and administration of the Business Associate; 1. As required by law, pursuant to the terms set forth in paragraph d, below; or II. III. For data aggregation purposes for the health care operations of Covered Entity. 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

The Business Associate shall not, unless such disclosure is reasonably necessary to d. 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 Enlity objects to such disclosure, the Business

Exhibit 1

Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained

Health Insurance Portability Act Business Associate Agreement Page 2 of 6

knowledge of such breach.

Vendor Initials



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

Exhibit

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.

 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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- 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
- 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.

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.

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 PBJ

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 8

Vendor Initials



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.

Exhibit I

- 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 comptiance with the terms of the Agreement.
- 9. 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.
  - 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.
  - 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.
  - 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.
  - 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 Health Insurance Portability Act Business Associato Agreement Page 4 of 6

Vendor Initials



Exhibit

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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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Exhibit t Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Vendor Initials



Exhibit i 🥣

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.

<u>Survival</u>. 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.

Region Mental Health Center, Ince Department of Health and Human Services The Slate Name of the Vendor Signature of Authorized Representative ed Representative 'arga m Name Representative Representative Nāme o Title of Title of Authorized Representative Répresentative Authorized Dale Date

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6

Vendor Initiat



### 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-lier 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
- Award title descriptive of the purpose of the funding action.
- 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 emendment is made.

The Vendor 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 Vendor 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.

5/31/19 Date

Vendor Name hakes Region Mental Heattheuter Inc

CU/OHHIS/110713

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Vendor Initial



## FORM A

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

The DUNS number for your entity is: 10 - 141 - 0.052

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; loans, grants, subgrants, grants, subgrants, grants, subgrants, grants, subgrants, grants, gra

V NO YES

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

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

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:

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

Name:	Amouni:
Name:	Amount:

Exhibit J - Certification Regarding the Federal Funding Accountability And Transporency Act (FFATA) Compliance Page 2 of 2

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Exhibit K



## **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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 behall 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 Page 1 of 9

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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.

 "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, PF), 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.

- "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.
- "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.
  - 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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#### 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.
- 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.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 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

- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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.
- 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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Exhibit K



## **DHHS Information Security Requirements**

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

- 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

- 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.
- 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.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K DHHS Information Security Requirements Page 4 of 9

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Exhibit K



## **DHHS Information Security Requirements**

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

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

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Exhibit K DHHS Information Security Requirements Page 5 of 9

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Exhibit K



**DHHS Information Security Requirements** 

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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.
- 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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Exhibit K DHHS information Socurity Requirements Page 6 of 9

Contractor Initial

### **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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit K OHHS Information Security Requirements Page 7 of 9

Contractor Initials

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

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

### V. LOSS REPORTING

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

The Contractor must further handle and report Incidents and Breaches involving PHL 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;
- 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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Exhibit K OHHS Information Security Requirements Page 8 of 0

Contractor Initial



## Exhibit K

- DHHS Information Security Requirements
- Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Exhibit K DHHS information Socurity Requirements Page 9 of 9

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## State of New Hampshire Department of Health and Human Services Amendment #4

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This Amendment to the Continuum of Care, SCS Permanent Housing 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), as amended on December 2, 2020, (Item #11), and as amended on June 30, 2021, (Item #47), 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, increase the price limitation, or 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 1.7, Completion Date, to read:

August 31, 2023

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

\$596,733

- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
  - Robert W. Moore, Director
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2 4. Grant Numbers:
  - 1.2 4.1. NH0060L1T001806 (SFY 2020; July 1, 2019 June 30, 2020) Grant Year 1
  - 1.2 4.2. NH0019L1T001912 (SFY 2021; July 1, 2020 June 30, 2021) Grant Year 2
  - 1.2 4.3. NH0019L1T001912 (SFY 2022; July 1, 2021 June 30, 2022) Grant Year 3
- 1.2 4.4. NH0019L1T002013 & NH0019L1T002114 (SFY 2023; July 1, 2022 June 30, 2023) Grant Year 4
  - 1.2 4.5. NH0019L1T002114 (SFY 2024; July 1, 2023 August 31, 2023) Grant Year 5
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2 7.1 Not to exceed \$596,733.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.28. Funds allocation under this agreement for Continuum of Care Program;

			• •	• •	• •	July 1, 2023 – August 31, 2023
1.2.8.1.	Operations:	\$83,282	\$144,846	\$150,783	\$174,779	\$29,407

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1.2.8.2.	Administrative Expenses:	\$1,948	*\$3,596	\$3,547.	\$3,896	\$649
1.2.8.3.	Total Program	\$85,230	\$148,442	\$154,330	\$178,675	\$30,056

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Contractor Initials Date 6/6/2022

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## SS-2020-BHS-04-PERMA-18-A04

Southwestern Community Services, Inc.

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Page 2 of 4

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 upon the date of Governor and Executive Council approval.

IN WITNES'S WHEREOF, the parties have set their hands as of the date written below,

6/10/2022		Docusigned by: Karen Helect	
Date		Name: Karen Hebert	
		Title: Division Director	
		Southwestern Community Services,	Inc.
		DocuSigned by:	
6/6/2022		Bethe Daniels	
Date		Name:Beth Daniels	<u> </u>
		Title: Chief Executive Officer	
		•	,
	,		
	4.3		
		<i>.</i>	

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

		-		OFFICE	OF THE A	TTORNEY G	ENERAL	
6/10/2022	2			Polo	oned by: yn Gunnino			
Date	Date				Attorney	no		
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SS-2020-BH	IS-04-PERMA	-18-A04	Southwester	n Community	/ Services, Inc.			

# State of New Hampshire

## **Department of State**

## CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514 Certificate Number: 0005755656



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire; this 11th day of April A.D. 2022.

David M. Scanlan Secretary of State Ł

#### CERTIFICATE OF AUTHORITY

Kevin Watterson \_\_\_\_\_, hereby certify that: \_\_\_\_\_\_, 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 <u>Southwestern Community Services, Inc.</u> (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 <u>June 18</u>, 20 <u>21</u>, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That <u>Beth Daniels</u> (may list more than one person) (Name and Title of Contract Signatory)

is duty authorized on behalf of <u>Southwestern Community Services, Inc.</u> 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: *ゆー/-スス* 

Signature of Elected Officer Name: Title:

Rev. 03/24/20

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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									
ANY PROPRIETOR/PARTNER	EXECUTIVE		3400000700	-	04/04/00000	0.00000000	E.L. EACH ACCIDENT	s 500	,000
B OFRICER/MEMBER EXCLUDE (Mandatory in NH)	D?	/A	3102800768		04/01/2022	04/01/2023	E.L. DISEASE · EA EMPLOYE	E \$ 500	,000
If yes, describe under DESCRIPTION OF OPERATIO	NS helow	· ·					E.L. DISEASE - POUCY LIMIT	500	,000
		-						Ť	
	1								
DESCRIPTION OF OPERATIONS / L	OCATIONS / VEHICLES	(ACORD 1	01, Additional Remarks Schedule,	may be as	tached if more sp	sce is required)			
Workers Compensation Statul									
All Executive Officers are inclu	ded in the Workers	Compens	sation coverage			•			
l l						-			
·									
		,		CANO	ELL ATION			<u> </u>	
CERTIFICATE HOLDER			· · · · · · · · · · · · · · · · · · ·		ELLATION	<u> </u>			· · · · · · · · · · · · · · · · · · ·
State of NH, D 129 Pleasant				THE ACC	EXPIRATION D	ATE THEREON	SCRIBED POLICIES BE C 7, NOTICE WILL BE DELIV 7 PROVISIONS.		DBEFORE
				.	V 1				
Concord			NH 03301		$\mathcal{N}_{-}$	.+	Min	ic i	
<u> </u>				1	- <u> </u>	0 1988-2015	ACORD CORPORATIO		
ACORD 25 (2016/03)		The .	ACORD name and logo ar	re regis					

# **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. DocuSign Envelope ID: 1F856AD8-A41A-4FEB-A84D-E79220FB14AB

## Financial Statements

## SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

## CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020 AND INDEPENDENT AUDITORS' REPORTS AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

## CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

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CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

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 statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

## Management's Responsibility for the 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 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 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, 2021, and the changes in their net assets and their 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 Southwestern Community Services, Inc. and related companies' 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2020, 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 directly to the underlying accounting such information directly to the underlying accounting and other records used to prepare the consolidated financial statements used to prepare the consolidated financial statements to 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 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 22, 2021, 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 or other financial reporting and compliance.

Jeone Medonniell & Roberts Professional association

October 22, 2021 Wolfeboro, New Hampshire

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION MAY 31, 2021 AND 2020

## ASSETS

	<u>2021</u>	2020
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,722,941	\$ 1,400,153
Accounts receivable, net	1,781,636	1,201,132
Prepaid expenses	62,628	, 57,168
Notes receivable	2,357	2,357
Total current assets	3,569,562	2,660,810
PROPERTY	,	
Land and buildings	28,937,986	19,243,210
Vehicles and equipment	565,380	541,236
Furniture and fixtures	934,441	271,753
Total property	30,437,807	20,056,199
Less accumulated depreciation	14.621,952	8,557,576
Property, net	<u> </u>	11.498.623
OTHER ASSETS		
Investment in related parties	138,001	198,492
Due from related parties	55,138	59,067
Cash escrow and reserve funds	1,471,741	809,897
Security deposits	105,790	69,767
Other assets	384	384
Total other assets	1,771,054	1,137,607
Total assets	<u>\$ 21,156,471</u>	<u>\$ 15,297,040</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 240,586	<b>\$</b> 160,672
Accrued expenses	170,074	87,023
Accrued payroll and payroll taxes	244,003	228,394
Other current liabilities	148,854	149,154
Refundable advances	729,955	290,437
Current portion of long term debt	142,174	125,324
Total current liabilities	1,675,646	1,041,004
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	11,300,411	8,905,857
Economic Injury Disaster Loan	150,000	
Paycheck Protection Program loan		439,070
Total noncurrent liabilities	11,450,411	9,344,927
Total liabilities	13,126,057	10,385,931
NET ASSETS		
Without donor restrictions	7,815,065	4,766,637
With donor restrictions	215,349	144,472
Total net assets	8,030,414	4,911,109
Total liabilities and net assets	<u>\$ 21,156,471</u>	<u>\$ 15,297,040</u>
	<u>+</u>	0,201,040

See Notes to Consolidated Financial Statements

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## SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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## CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED MAY 31, 2021 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

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•.	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	2021 <u>Total</u>	2020 <u>Total</u>
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 14,451,497	\$-	\$ 14,451,497	\$ 10,619,721
Program service fees	2,708,902	•	2,708,902	2,605,816
Rental income	1,657,741	-	1,657,741	1,165,032
Developer fee income	-	-	-	1,508
Support	465,614	136,024	601,638	593,610
Sponsorship	21,703	-	21,703	26,546
Interest income	1,402		1,402	9,224
Forgiveness of debt	518,501	-	518,501	79,338
Miscellaneous	239,096	-	239,096	148,113
In-kind contributions	65,414		65,414	167,553
Total revenues and other support	20,129,870	136,024	20,265,894	15,416,461
NET ASSETS RELEASED FROM				
RESTRICTIONS	65,147	(65,147)		<u> </u>
Total revenues, other support, and				
net assets released from restrictions	20.195.017	<u> </u>	20,265,894	<u>    15,416,461</u>
EXPENSES				
Program services				
Home energy programs	5,559,497	-	5,559,497	5,153,989
Education and nutrition	2,629,099	-	2,629,099	2,687,612
Homeless programs	5,516,502	-	5,516,502	2,060,655
Housing services	2,913,953	-	2,913,953	2,433,660
Economic development services	621,784	-	621,784	737,663
Other programs	750,430		750,430	775,342
Total program services	17,991,265	-	17,991,265	13,848,921
Supporting activities				
Management and general	1,948,672	<u> </u>	1,948,672	1,761,642
Total expenses	19,939,937	<u> </u>	19,939,937	15,610,563
CHANGE IN NET ASSETS BEFORE				
LOSS ON SALE OF PROPERTY	255,080	70,877	325,957	·(194,102)
LOSS ON SALE OF PROPERTY	-	-	-	(140)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(60,897)		(60,897)	(236)
CHANGE IN NET ASSETS	194,183	70,877	265,060	(194,478)
NET ASSETS, BEGINNING OF YEAR	4,766,637	144,472	4,911,109	5,105,587
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	2,854,245		2,854,245	<u>-</u>
NET ASSETS, END OF YEAR	<b>\$</b> 7,815,065	<u>\$215,349</u>	<u>\$ 8,030,414</u>	\$ 4,911,109

See Notes to Consolidated Financial Statements

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#### SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

#### CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED MAY 31, 2021

	Home Energy <u>Programs</u>	Education and <u>Nutrition</u>	Homeiess <u>Programs</u>	Housing <u>Services</u>	Economic Development <u>Services</u>	Other Programs	Total <u>Program</u>	Management and <u>General</u>	2021 Total
Payroll	\$ 486,387	\$ 1,518,514	\$ 491,084	\$ 725,103	\$ 350,843	\$. 439,136	\$ 4.011.067	\$ 752,116	\$ 4,763,183
Payroll taxes	25.674	106,568	37,005	43,514	30,248	33,024	276.033	120,497	396,530
Employee banefils	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	48,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	. 386	1,295	1.638	14,200	6,419	<ul> <li>133</li> </ul>	6,552
Bank charges	10	•	1,130	4,109	.,	11	5,260	8,768	14,026
Computer cost	225	28,110	12,051	7,765	16,171		64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	· · ·	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	•	320	543		3,153	8.619	11,772
Duplicating	69	8,160	-		•	-	8.229	4,588	12.817
insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
interest	-	5,955	5,983	48,121		1.690	61,749	113,918	175.687
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	•	•	101,224	•		101,224	300	101.524
Equipment purchases	386	3,330	-	6,521			10,237	2,808	13.045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Prolessional fees	1,050	-	3,300	38,627	-		42,977	81.034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	•	-	98		•	98	2,767	2.865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Тлаче	6,104	12,328	7,212	9,515	16,338	÷	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	•	24,659	•••	-	21,112	•	45,771	-	45 771
Space costs Direct client assistance	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
In-kind expenses	3,788,549	179,702 65,414	4,126,109	12,971	24,399	3,782	8,135,512	•	8,135,512
NTWIC EXPENSES	<u> </u>	03,414			<u> </u>	<del></del>	65,414	<u> </u>	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2.629.099	5,516,502	2,913,953		750 400	47 000 000		
	0,000,401	2,023,083	5,510,502	2,913,933	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,181	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,872)	<del>_</del>
TOTAL FUNCTIONAL EXPENSES	<u>\$ 6,161,658</u>	<u>\$ 2,913,862</u>	\$ 6,114,005	<u>\$3,229,569</u>	<u>\$ 689,131</u>	<u>\$ 831,711</u>	\$ 19,939,937	<u>s_</u> .	<u>\$ 19,939,937</u>

See Notes to Consolidated Financial Statements 5

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#### SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED MAY 31, 2020

	Home Energy <u>Programs</u>	Education and <u>Nutrition</u>	Homeless Programs	Housing <u>Services</u>	Economic Development <u>Services</u>	Other Programs	Total <u>Program</u>	Management and and General	2020 <u>Total</u>
Payroli	\$ 467,456	\$ 1,374,787	\$ 335,905	\$ 735,214	\$ 435,177	\$ 424,014	\$ 3,772,553	\$ 731,828	\$ 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
Adventising	728	3,084	83	2,832	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	168,243	223,568
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	11,680
Duplicating	-	7,480	•	•	-	-	7,480	5,684	13,164
Insurance	6,667	13,010	24,560	56,680	14,271	5,968	121,158	36,841	157,997
Interest		7,198	7,527	36,985	-	•	51,710	114,881	168,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellanoous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxos		•	-	61,942	-	-	61 <b>.942</b>	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	·	708	34,669	69,175	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	1,898
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel Vehicle	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Venicle Ront	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
	-	25,570	• •	-	-		25,570	-	25,570
Space costs Direct client assistance	3,637,530	174,312 208,759	352,469	· 583,375	2,699	89 418	1,112,944	100,446	1,213,390
In-kind expenses	3,037,530	167,553	999,499	12,920	33,124	418	4,892,250 167,553	•	4,892,250 167,553
IFRITO EXPENSES		107,355	<u> </u>				107_333	i	107,000
TOTAL FUNCTIONAL EXPENSES BEFORE									
GENERAL AND MANAGEMENT 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	(1,781,642)	<u> </u>
TOTAL FUNCTIONAL EXPENSES	<u>\$_5,809,598</u>	<u>\$_3,029,488</u>	<u>\$ 2,322,779</u>	<u>\$ 2,743,232</u>	<u>\$ 831,497</u>	<u>\$ 873,969</u>	\$ 15,610,563	<u>s</u>	<u>\$ 15,610,563</u>

See Notes to Consolidated Financial Statements

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## SOUTHWESTERN COMMUNITY SERVICES. INC. AND RELATED COMPANIES

## CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

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36	<u>2021</u>	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 265,060	\$ (194,478)
Adjustments to reconcile change in net assets to		• • •
net cash from operating activities:		
Depreciation	909,155	663,252
Loss on disposal of property	-	140
Loss on investment in limited partnerships	60,897	236
Forgiveness of debt	(518,501)	(79,338)
Decrease (increase) in assets:		• • •
Accounts receivable	(580,504)	42,337
Prepaid expenses	31,348	(5,446)
Interest receivable	- -	45,547
Due from related parties	3,929	35
Security deposits	(2,242)	(6,771)
(Decrease) increase in liabilities:		(-1
Accounts payable	22,045	(230,941)
Accrued expenses	36,929	(32,597)
Accrued payroll and payroll taxes	15,609	(5,506)
Other current liabilities	(300)	10,414
Refundable advances	439,518	109,443
Interest payable	·	(49,547)
NET CASH PROVIDED BY OPERATING ACTIVITIES	682,943	266,780
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(432,400)	(136,174)
NET CASH USED IN INVESTING ACTIVITIES	(432,400)	(136,174)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	85,000	36,679
Repayment of long term debt	(272,062)	(127,826)
Proceeds from Economic Injury Disaster Loan	150,000	-
Proceeds from Paycheck Protection Program	<u> </u>	439,070
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(37,062)	347,923
NET INCREASE IN CASH AND RESTRICTED CASH	213,481	478,529
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	2,210,050	1,731,521
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	771,151	<u> </u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 3,194,682</u>	<u>\$ 2,210,050</u>

See Notes to Consolidated Financial Statements

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## CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 175,005</u>	<u>\$ 165,929</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIV	ITIES	
Property financed by long term debt	<u>\$ 787,599</u>	<u>\$</u>
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	\$ 36,807	\$-
Land and buildings Furniture and fixtures	3,382,003 624,491	-
Security deposits	33,781	_
Secondy deposits		,
Total transfer of assets from newly consolidated LPs	<u>\$ 4,077,082</u>	<u>\$</u>
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	\$ 57,865	\$-
Accrued expenses	46,122	-
Due to related parties	4 000 000	-
Long term debt	1,890,298	·
Total transfer of liabilities from newly consolidated LPs	<u></u> 1,994,285	<u>s                                    </u>
Total partners' capital from newly consolidated LPs	\$ 2,853,948	\$-
Partners' capital previously recorded as investment in related parties	297	, 
Total transfer of partners' capital from newly consolidated LPs	<u>\$ 2,854,245</u>	<u>\$</u>

See Notes to Consolidated Financial Statements

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

## General

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

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## **Principles of Consolidation**

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## **Basis of Accounting**

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

## Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

<u>Net assets without donor restrictions</u>: 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.

<u>Net assets with donor restrictions</u>: 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, 2021 and 2020, 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, 2020 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.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS. FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1

## ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## 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.

## <u>Estimates</u>

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>2021</u>	<u>2020</u>
Cash, operations Cash ëscrow and reserve funds	\$ 1,722,941 <u>1,471,741</u>	\$ 1,400,153 <u>809,897</u>
Total cash and restricted cash	<u>\$ 3,194.682</u>	<u>\$ 2,210,050</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, 2021 and 2020. The Organization has no policy for charging interest on overdue accounts.

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## SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## 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, 2021 and 2020, approximately 71% and 69%, respectively, 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  $\therefore$  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, 2021 and 2020 totaled \$909,155 and \$663,252, respectively.

## Advertising

The Organization expenses advertising costs as incurred.

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## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2021 and 2020 tax returns totaling \$1,230,191 and \$1,135,222, 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 \$542 and \$555 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling \$59,861 and \$35,574 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2021 and 2020:

	2021	2020
Tax benefit from loss carryforwards Valuation allowance	\$271,025 <u>(271,025</u> )	\$246,404 <u>(246,404</u> )
Deferred tax asset	<u>\$</u>	<u>\$</u>

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

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

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## 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.

## **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.

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## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## Revenue Recognition (continued)

## Program Service Revenue

Program service revenue is recognized as revenue when the services are performed.

## Rental Revenue

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

## Performance Obligations and Contract Assets and Liabilities

The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. There are no contract assets or liabilities for the years ended May 31, 2021 and 2020.

## New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective June 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

## • 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.

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## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### **Functional Allocation of Expenses (continued)**

The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2019 through May 31, 2022.

#### NOTE 2 BANK LINE OF CREDIT

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2021 and 2020, the interest rate was 4%. There was no outstanding balance at May 31, 2021 and 2020.

#### NOTE 3 LONG TERM DEBT

The long term debt at May 31, 2021 and 2020 consisted of the following:

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).

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).

5.25% note payable to a bank in monthly installments for principal and interest of \$988 through March 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (People's United Bank, Ashuelot).

 2021
 2020

 127,000
 \$ 136,370

 27,589
 29,589

S

9,652

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 3 LONG TERM DEBT (continued)

LONG TERM DEBT (continued)		
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).	<u>2021</u> 242,708	<u>2020</u> ر 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).	376,066	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).	112,702	130,230
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).	2,134,970	2,175,749
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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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, 2021 and 2020. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).

5.19% note payable to a bank in monthly installments for principal and interest of \$889 through May 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (TD Bank, 45 Central Street).

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).

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). 376,617

2021

389,578

2020

88,433

75,000

45,000

100.000

60,000

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 3 LONG TERM DEBT (continued)

LONG TERM DEBT (CON	<u>tinuea)</u>		
Hampshire Housing in amount of 50% of annual 2042 at which time the r	note payable to New annual payments in the surplus cash through July emaining balance is due. by real estate of the cond Chance).	<u>2021</u> , 794,189	<u>2020</u> 794,189
	nent is due and 5% of the year through 2032 when comes due. The note is	311,808	328,219
Non-interest bearing note New Hampshire, relating the City of Keene and renovating Keene shelters \$472,000 from CDBG. So as progress is made. The estate of the Organization providing the facility ser income individuals for 2 Shelter).	to an agreement between SCS for the purpose of a. In total, SCS will receive CS will receive the funds a note is secured by real and will be fully forgiven	326,899	, 9,500
5.54% note payable to monthly installments for \$543 through August 202 a vehicle (Ally, Econoline 1	principal and interest of 2. The note is secured by	7,815	12,637
6.54% note payable to monthly installments for \$442 through November in full during the year en note was secured by a vel	principal and interest of 2023. The note was paid ded May 31, 2021. The	-	15,903
2.99% note payable t installments for principa through May 2031. The estate of the Organiza Walpole, 45 Central Stree	l and interest of \$820 note is secured by real ition (Savings Bank of	84,395	

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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 moderateincome individuals for 20 years (CDBG, Elm Street Shelter).

Non-interest bearing note payable to the City of Keene, New Hampshire. The note expires in June 2022 and payment is not necessary unless the Organization defaults on contract. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).

Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of \$240,000 reduced to \$204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).

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).

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). 189,100

2021

2020

77,100

640,000

204,000

640,000

140,210 140,210

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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).

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).

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).

Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.

Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of \$1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage. 139,860 162,880

2020

900,000

2021

900,000

. ,

228,934

287,710

289,996

228,934

353,561

365,474

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 - LONG TERM DEBT (continued)

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.

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.

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).

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).

Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to lowincome 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).

436,974 441,872 237,173 237,173 43,450 46,978 79,609 85,028

2020

2021

150,000

150,000

22

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued) 2021 2020 Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of \$3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA). 434,765 Keene Highland - 30 year, zero interest, nonrecourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene). 915.000 Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, land and buildings (Town secured bγ of Winchester). 500,000 Total long-term debt before unamortized deferred financing costs 11,460,204 9.049.462 Unamortized deferred financing costs <u>(17,619)</u> (18,281) 11,442,585 9,031,181 Less current portion due within one year 142,174 125,324 \$11.300.411 <u>\$8.905.857</u>

The schedule of maturities of long term debt at May 31, 2021 is as follows:

Year Ending	
<u>May 31</u>	Amount
2022	\$ 142,174
2023	142,488
2024	146,073
2025	151,449
2026	157,310
Thereafter	<u>10,720,710</u>
Total	<u>\$11,460,204</u>

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## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 4 OPERATING LEASES

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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 \$900 to \$3,625. Lease expense for the years ended May 31, 2021 and 2020 totaled \$148,143 and \$140,758, respectively.

Future minimum payments as of May 31, 2021 on the above leases are as  $7^{\circ}$  follows:

Year Ending					
<u>May 31</u>	Amount				
2022	\$ 69,243				
2023	1,050				
2024	720				
2025					
Total	<u>\$71.133</u>				

#### NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2021 and 2020, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$144,916 and \$141,970, 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 eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$11,927,000 and \$13,988,000 at May 31, 2021 and 2020, respectively.

Partnership real estate with a cost basis of approximately \$27,348,000 and \$35,896,000 at May 31, 2021 and 2020, respectively, provides collateral on these loans.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 6 **CONTINGENCIES** (continued)

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, 2021 and 2020.

#### NOTE 7 **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2021 and 2020, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled \$228,239 and \$295,814, for the years ended May 31. 2021 and 2020, 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 \$55,138 and \$59,067 at May 31, 2021 and 2020. 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:

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Cityside Housing Associates, LP \$ Marlborough Homes, LP		\$ (9,505)
Payson Village Senior Housing Associates, LP Railroad Square Senior Housing Associates, LP Warwick Meadows Housing Associates, LP Woodcrest Drive Housing Associates, LP Westmill Senior Housing, LP	(43) (12,524) (2,247) - 180,727 49	(27) (12,514) (2,071) (28) 222,842 64
Keene Highland Housing Associates, LP Alstead Senior Housing Associates, LP	(18,452)	(269) (18,441) \$ 180.051

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 8

#### EQUITY INVESTMENT (continued)

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2021 and 2020.

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, 2021 and 2020.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 13**), and therefore the limited partnerships are included in the consolidated financial statements for the year ended May 31, 2021.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2021 and 2020, consists of the following:

	<u>2021</u>	<u>2020</u>
Total assets	<u>\$ 53.169</u>	<u>\$ 56,632</u>
Total liabilities Capital/Member's equity	15,200 <u>37,969</u>	16,530 40,102
	<u>\$_53.169</u>	<u>\$ 56.632</u>
Income	\$ 3,267	\$ 3,408,
Expenses	4,719	4,707
Net loss	<u>\$ (1,452)</u>	<u>\$ (1,299)</u>

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 9 <u>RETIREMENT PLAN</u>

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 \$296,322 and \$278,209 for the years ended May 31, 2021 and 2020, respectively.

#### NOTE 10 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

		<u>2021</u>	<u>2020</u>		
NNECAC – Annual Conference Fund GAPS/Warm Fund Transport HS Parents Association	\$	16,646 101,736 90,000 <u>6,967</u>	\$	4,814 91,725 40,000 <u>7,933</u>	
Total net assets with donor restrictions	<u>\$</u>	215,349	<u>\$</u>	144.472	

#### NOTE 11 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was \$12,790 and \$14,888 designated by the board at May 31, 2021 and 2020, respectively.

#### NOTE 12 FORGIVENESS OF DEBT

During the years ended May 31, 2021 and 2020, 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 \$79,431 and \$79,338 for the years ended May 31, 2021 and 2020, respectively.

The Organization recognized forgiveness of debt of \$439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 15**.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 13 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick 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 partnerships at the date of acquisition:

	Keene <u>Highland</u>	Warwick
Date of Transfer	07/01/2020	01/01/2021
Cash Security deposits Cash reserves Property, net Other assets	\$ 156,907 21,321 391,456 2,769,245 25,946	\$68,061 12,460 154,727 1,237,249 10,861
Total assets	3,364,875	1,483,358
Notes payable ) Other liabilities	1,372,220 85,048	518,078 <u>18,939</u>
Total liabilities	<u>1,457,268</u>	.537,017
Partners' capital	1,907,607	946,341
Partners' capital previously recorded as an investment in related parties	269	28
Partners' capital transferred	<u>\$ 1,907,876</u>	<u>\$    946,369</u>

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2021 and 2020:

Financial assets at year end:	<u>2021</u>	2020
Cash and cash equivalents Accounts receivable Due from related party Notes receivable Cash escrow and reserve funds	\$ 1,722,94 1,781,63 55,13 2,35 1,471,74	6 1,201,132 3 59,067 7 2,357
Total financial assets Less amounts not available to be used within one year:	5,033,81	<u>3 3,472,606</u>
Due from related party Notes receivable Reserve funds	(55,138) (2,357) <u>(1,471,74</u> )	7) (2,357)
Total amounts not available within one year	(1,529,23	<u>6) (871,321)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3.504.57</u>	<u>\$ 2.601.285</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 \$1,559,000 and \$1,215,000 at May 31, 2021 and 2020, 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 did 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 ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling \$439,070 has been recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 16

#### 6 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of \$150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for one year from the date of the note. Installments, including principal and interest, of \$641 monthly begin in June 2021. The balance of principal and interest will be payable in May 2050. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2021 were as follows:

Year Ending					
<u>May 31</u>	Amount				
2022	\$ 3,201				
2023	3,585				
2024	3,685				
2025	3,788				
2026	3,893				
Thereafter	131,848				
	<u>\$150,000</u>				

#### NOTE 17 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 18 OTHER EVENTS

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.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 19 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 22, 2021, the date the financial statements were available to be issued.

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#### SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES FOR THE YEAR ENDED MAY 31, 2021

	``	Education			Economic			Management	
	Home Energy	and	Homeless	Housing	Development	Other	Total	and	2021
	Programs	Nutrition	Programs	Services	Services	Programs	Program	General	Total
REVENUES									
Government contracts	\$ 4,633,049	\$ 3,125,051	\$ 5,267,961	\$ 4,060	\$ 795,997	s .	\$ 13,826,118	\$ 825,379	\$ 14,451,497
Program service fees	1,028,348	-		848,971	•	776,732	2,708,902		2,708,902
Rental income			90,984	1,566,630		127	1,657,741		1,657,741
Support	55,162	9,969	242,175	1,000,000	180,072	114,194	601 572	66	601,638
Sponsorship	00,102					21,703	21,703		21,703
Interest income	13	11	198	388	22	35	667	735	1,402
Forgiveness of debt	15		56,411	23,020	22		79,431	439,070	518,501
Miscellaneous	1,947	2 000			-	-			
•	1,947	3,908	4,613	119,379	25	39,362	169,234	69,862	239,096
In-kind contributions	. <u> </u>	65.414	<u> </u>	<u> </u>		<u> </u>	65,414	<u> </u>	65,414
Total revenues and other support	<u>\$ 5.716.519</u>	<u>\$ 3,204,353</u>	<u>\$.5.719.193</u>	<u>\$ 2,560,448</u>	<u>\$ 976.116</u>	\$ <u>952,153</u>	<u>\$ 19.130.782</u>	<u>\$1.135.112</u>	\$_20,265,894
EXPENSES									
Payrol	\$ 486,387	\$ 1,518,514	\$ 491,084	\$ 725,103	\$ 350,843	\$ 439,136	\$ 4,011,067	\$ 752,116	\$ 4,763,183
Payrol taxes	25,674	106,588	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32.604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising		3,100	386	1,295	1,638	14,200	6,419	133	6,552
Bank charges	10	0,.00	1,130	4,109	1,000	11	5,280	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171		64,322	183,132	247,454
Contractual	1.007.401	12,804	42,954	61,431	660	48,737	1,174,007	59.518	1,233,525
Depreciation	1,001,101	28,438	117,967	603,938		7,620	755,963	153,192	909,155
Dues/registration		2,290	111,001	320	543	7,020	3,153	8,619	11,772
Duplicating	69	8,160	-	320	545	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	3,339	5,955	5,983	48,121	10,280	1,690	61,749	113,918	175.667
Meeting and conference	•	3,830	0,800	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	2,803	-	1,242	101,224	8,340	1,309		2,675	101.524
Equipment purchasos	386	3,330	-	6,521	-	-	101,224	2,808	13.045
Office expense	19,084	17,479	60,872		2 540		10,237		
	300			11,834	2,568	749	112,586	49,579	162,165
Postage Professional fees		368	126	37	348	-	1,179	31,999	33,178
Staff development and training	1,050 3,406	1,327	3.300	38,627 2,488			42,977	81,034	124.011
Subscriptions	3,400	1,347	165	2,400 98	614	1,185	9,185 98	17,341	26,526
Telephone	2,429	3,106	20,692	18.872	2,299	1,117	48,515	2,767 47,535	2,865 96,050
Travel	6,104	12,328	7,212	9,515	16,338	1,117	40,515	47,535 5,675	57,172
Vehicle	8,147	4,170	1,748	41.329	35,941	9,852	99,187	3,912	103.099
Rent	0,147	24,659	1,740	41,328	21,112	8,032	45,771	3,912	45,771
Space costs		122.478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,128,109	12,971	24,399	3,782	6,135,512	1.30,000	8,135,512
in-kind expenses		65,414	-, 120, 108	• 2,871	27,J08 -	5,162	65,414	-	65,414
RETRICT CONFERENCES					,			<u> </u>	
TOTAL FUNCTIONAL EXPENSES BEFORE									
MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,515,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	- <u></u>
TOTAL FUNCTIONAL EXPENSES	<u>\$ 6,161,658</u>	\$ 2,913,862	\$ 6,114,006	<u>\$_3,229,589</u>	\$ 689,131	<u>\$ 831,711</u>	<u>\$ 19,939,937</u>	<u>s</u> .	<u>\$ 19,939,937</u>

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#### SOUTHWESTERN COMMUNITY SERVICES. INC. AND RELATED COMPANIES

#### CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES FOR THE YEAR ENDED MAY 31, 2020

	Home Energy	Education and	Homeless	Housing	Economic Development	Other	Total	Management	2020
	Programs	Nutrition	Programs	Services	Services	Programs	Program	and General	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 fee	832,454	\$ 3,020,037	3 1,759,256 56,804	985,951	3,496	5 33,009 707,147	2,595,852	a 406,300 9,964	2,605,816
Rental income	032,404	•			3,480	707,147		9,904	
	•	•	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	<u>_</u>	167,553	<u> </u>		<u> </u>		187,553	<u> </u>	167,553
Total revenues	<b>\$</b> .5.434.831	\$ 3.235.038	<u>\$ 2.221.355</u>	<u>\$ 2,179,649</u>	\$ 934.818	\$875.548	<b>\$ 14.881.239</b>	<b>\$</b> 535,222	<u>\$ 15.416.461</u>
EXPENSES									•
Payroli	\$ 467,456	\$ 1,374,787	\$ 335,905	\$ 735,214	\$ 435,177	\$ 424,014	\$ 3,772,553	\$ 731,826	\$ 4,504,379
Payrow taxes	• ••••				*	· · · · · · · · ·			
	36,287 135,770	107,590	25,566	56,083	35,147	32,738 193,929	293,411	55,964	349,375
Employee benefits		412,407	121,495	271,770	85,902		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	168,243	223,568
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
Duestregistration	•	977	-	495	468	-	1,940	9,720	11,660
Duplicating		7,480	•		-		7,480	5,684	13,164
Insurance	6,687	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	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	•	٠	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,168	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	<u> </u>	167,553	<u> </u>	<u> </u>	<u> </u>	<u> </u>	167,553	<u> </u>	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE									
GENERAL AND MANAGEMENT ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,683	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)	<u> </u>
TOTAL FUNCTIONAL EXPENSES	<u>\$_5,809,598</u>	\$ 3,029,488	<u>\$ 2,322,779</u>	\$ 2,743,232	<u>\$ 631,497</u>	\$ 873,969	<u>\$ 15,610,563</u>	<u>s</u> .	\$ 15,610,563

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#### SOUTHWESTERN COMMUNITY SERVICES. INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING <u>NUMBER</u>	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	1	FEDE EXPENC		
U.S. Department of Agricutture Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Child and Adult Care Food Program Food Distribution Cluster Commodity Supplemental Food Program Commodity Supplemental Food Program (Food Commodities)	10.557 _ 10.558 10.565 10.565	State of NH, Department of Health & Human Services State of NH, Department of Education State of NH, Department of Health & Human Services Community Action Program Betknap-Merrimack Counties	010-090-52600000-102-500734 Unknown 010-090-52600000-102-500734 Unknown		2,400	\$	325,849 165,379
Total U.S. Department of Agriculture	10.363	Community Action Program Central Action and Action Counties	Unknown	202	1900	<u>\$</u>	205,200 696,428
U.S. Department of Housing and Urban Development Emergency Solutions Grant Program COVID-19 Emergency Solutions Grant Program	14.231 14.231	State of NH, DHHS, Bureau of Homeless & Housing State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731 05-95-42-423010-79270000		2,269 5,100	<u>s</u>	228,369
Supportive Housing Program Shelter Plus Care Continuum of Care Program	14.235 14.238 14.267	State of NH, DHHS, Bureau of Homeless & Housing State of NH, DHHS, Bureau of Homeless & Housing State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731 05-95-95-958310-717800000-102-50731 05-95-95-958310-717600000-102-50731				116,879 309,035 371,328
Total U.S. Department of Housing and Urban Development U.S. Department of Labor WIOA Cluster						<u>s</u>	1,025,611
WIOA Adult Program WIOA Dislocated Worker Formula Grants	17.258 17.278	Southern NH Services Southern NH Services	Unknown Unknown		5,453 1,255	<u>\$</u>	46,708
Total U.S. Department of Labor/WIOA Cluster U.S. Department of Transportation Federal Transit Administrati Formula Grants for Rural Areas	on (FTA) 20.509	State of NH, Department of Transportation	04- <del>96-96-964</del> 010-2916		,	<u>s</u>	<u>48,708</u> 481,482
Transit Services Programs Cluster Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04- <del>96-96-96</del> 4010-2916				50,512
Total U.S. Department of Transportation Federal Transit Administ	ration (FTA)	·				<u>s</u>	531,994
Coronavirus Relief Fund Coronavirus Relief Fund Coronavirus Relief Fund Coronavirus Relief Fund Coronavirus Relief Fund	21.019 21.019 21.019 21.019 21.019	State of NH, DHHS, Division of Economic & Housing Stability New Hampshire Housing New Hampshire Housing Monadnock Developmental Services, Inc.	SS-2021-BHS-03-HOUSI-04 Shelter Decompression Shelter Decompression Long Term Care Stabilization Program	51	0,738 7,814 1,625 8,050	<u>s</u>	2,448,227

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See Notes to Schedule of Expenditures of Federal Awards

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#### SOUTHWESTERN COMMUNITY SERVICES. INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING <u>NUMBER</u>	PASS-THROUGH <u>GRANTOR'S NAME</u>	GRANTOR'S NUMBER	FEDI EXPEN	ERAL DITURE
<u>U.S. Department of Treasury (continued)</u> Emergency Rental Assistance Program	21.023	New Hampshire Housing			<u>\$ 1,184,928</u>
Total U.S. Department of Treasury					<u>\$ 3,633,155</u>
U.S. Small Business Administration Disaster Assistance Loans	59.008	Direct Award	EIDL #1272708008		<u>\$ 150,000</u>
Total U.S. Small Business Administration					<u>\$ 150,000</u>
U.S. Department of Energy Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	- 01-02-024010-7706-074-500587		<u>\$ 257,105</u>
Total U.S. Department of Energy					\$257,105
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 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044 93.044	State of NH, Office of Energy & Planning State of NH, DHHS, Bureau of Elderly & Adult Services	01-02-024010-770 <del>6-</del> 074-500587 05-95-48-481010-7872	s 4,867	\$ 42,798
TANF Cluster Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown		138,773
Low Income Home Energy Assistance (Fuel Assistance)		State of NH, Office of Energy & Planning State of NH, Office of Energy & Planning State of NH, DHHS, Administration for Children &	01-02-02-024010-77050000-500587	4,163,409 158,764	
COVID-19 Low Income Home Energy Assistance	93.568	Familes, Office of Community Services	Grant #2001NHE5C3	40,746	4,362,919
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance State of NH, DHHS, Division of Economic & Housing	500731	367,841	
COVID-19 Community Services Block Grant	93,569	Stability	500731	234,886	602,727
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance			22,652

See Notes to Schedule of Expenditures of Federal Awards

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#### SOUTHWESTERN COMMUNITY SERVICES, INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING <u>NUMBER</u>	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Health & Human Services (continued) Head Start Cluster Head Start COVID-19 Head Start	93.600 93.600	Direct Funding Direct Funding	01CH011494 01HE000388	\$ 2,401,431 <u>131,202</u> <u>\$ 2,532,633</u>
Total U.S. Department of Health & Human Services				5 7,702,500
U.S. Department of Homeland Security Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown	<u>\$ 11,008</u>
Total U.S. Department of Homeland Security				5 11,008
TOTAL			·	\$ 14,054,509

See Notes to Schedule of Expenditures of Federal Awards

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#### SOUTHWESTERN COMMUNITY SERVICES, INC.

## NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

## 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, 2021. 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, 2021.



CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

## SOUTHWESTERN COMMUNITY SERVICES, 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 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, 2021, and the related consolidated statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 22, 2021.

#### 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.

Jeone Midommell & hoperts Produssional association

October 22, 2021 Wolfeboro, New Hampshire



CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

#### SOUTHWESTERN COMMUNITY SERVICES, 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 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, 2021. 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, 2021.

#### 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 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 in internal control over compliance is a deficiency or in internal control over compliance is a deficiency or in internal control over compliance is a deficiency or a timely basis. A significant deficiency in internal control over compliance with a type of combination of deficiencies, in internal control over compliance with a type of 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.

Jeone Milammell & Rokuts Professional association

October 22, 2021 Wolfeboro, New Hampshire

## SOUTHWESTERN COMMUNITY SERVICES, INC.

#### SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED MAY 31, 2021

## 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).
- The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Community Services Block Grant, 93.569, and Head Start, 93.600; and U.S. Department of Treasury; Coronavirus Relief Fund, 21.019, and Emergency Rental Assistance Program, 21.023;
- 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.

## SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED MAY 31, 2021

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, 2020.

Southwestern Community Services, Inc. Board of Directors - 2022 Composition

		Sullivan County			
Constituent Sector	<b>Ron Nason</b> SCS Tenant	<b>Mary Lou Huffling</b> Fall Mountain Emergency Food Shelf Alstead Friendly Meals			
SECTOR	<b>Brianna Trombi</b> Had Start Policy Council Parent Representative	<b>Anne Beattie</b> Newport Service Organization			
Private	Kevin Watterson, Chair Clarke Companies (retired)	<b>David Edkins</b> Town of Walpole			
SECTOR	<b>Dominic Perkins</b> Savings Bank of Walpole	<b>Kerry Belknap Morris, M.Ed.</b> Early Childhood Education River Valley Community College			
Public Sector	<b>Jay Kahn</b> State Senator, District 10	<b>Derek Ferland</b> Sullivan County Manager			
JECTOR	Open	Open			

# KAYLA CHRISTENSON

January 2021

## EXPERIENCE

#### OCTOBER 2018 - PRESENT SUPPORTIVE HOUSING PROGRAM COORDINATOR, SOUTHWESTERN COMMUNTLY 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

## 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

#### EDUCATION AND TRAINING

- Computer Knowledge
- Fundraising
- Compassionate
- Professional
- Leadership
- Creative

#### 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

## <u>Lori A. Hathaway</u>

Keene, New Hampshire 03431

Character and managed the same and the

## **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

## CRAIG A. HENDERSON

#### 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
	B.S	Business Management
		Keene State College
		Keene, NH 03435

#### EMPLOYMENT HISTORY

#### Henderson & Bosley Property Management President

- 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 **Director of Housing Stabilization Services**

- 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

#### Assistant Director of Housing Stabilization Services

- Monitor quality of services, operation of assigned programs, facilities, and staff.
- Process and certify tenant/client applications for all Supportive Housing Programs; facilitate movein 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 Kcene, NH

- ач. 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 **Real Estate Sales Associate**

1/02-3/04 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

Keene, NH

05/16-Present

10/07-05/16

Keene, NH

Keene, NH

May, 1999

8/02-Present

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Vision Appraisal Technology 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

- Deita Mu Deita: 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 - SCS PHP

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vacant	Supportive Housing Case Manager	\$33,280	10%	\$3,328
Liza Regan	Supportive Housing Case Manager	\$35,360	10%	\$3,536
Kayla Christenson	Supportive Housing Program Coordinator	\$37,440	20%	\$7,448
Lori Hathaway	Data Specialist/Administrative Assistant	\$33,280	2%	\$665.60
Craig Henderson	Director - HSS	\$51,043	5%	\$2,552.15

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## 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.dhbs.nh.gov

#### 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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

Vendor Name & Code	Area Served	Current Amount	increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date
Community Action Partnership Strafford County, Dover, NH	Statewide	\$77,048	\$38,524	\$115,572	June 30, 2021	June 30, 2022
#177200-B004						_
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	Statewide	\$173,444	\$86,722	\$260,166	June 30, 2021	June 30, 2022
#177203-B003	1					
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	\$308,452	\$219,915	\$528,367	August 31, 2021	August 31, 2022
FIT/NHNH, Inc., Manchester, NH	Concord	\$137,170	\$68,585	\$205,755	June 30, 2021	June 30, 2022
#157730-B001	l i	<u>.</u>				

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

Lori A. Shibinette Commissioner

Christine L. Sentanicilo Director His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

	Total:	\$3,848,823	\$2,335,227	\$6,184,050		
Tri-County Community Action Program Inc., Berlin, NH #177195-8009	Grafton, Coos, & Carroll Countles	\$178,638	\$90,399	<b>\$</b> 269,037	June 30, 2021	June 30, 2022
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Statewide	\$261,644	\$130,822	\$392,466	June 30, 2021	June 30, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham & Coos Counties	\$979, <del>9</del> 73	\$758,031	\$1,738,004	July 31, 2021	July 31, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham County	<b>\$</b> 540,894	\$286,119	\$827,013	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Cheshire & Sullivan Countles	\$570,368	\$292,036	\$862,404	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Statewide	\$173,104	\$86,552	\$259,656	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Cheshire & Suilivan Counties	\$246,042	\$170,352	\$416,394	August 31, 2021	August 31, 2022
The Lakes Region Mental Health Center, Inc., Laconia, NH #154480-B001	Laconia	\$202,046	\$107,170	\$309,216	June 30, 2021	June 30, 2022

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

05-85-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING; HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svcs	TBD	\$1,606,764	<b>\$</b> 0	\$1,606,764
2021	102-500731	Contracts for Prog Svcs	TBD	<b>\$2</b> ,145,410	\$0	\$2,145,410
2022	102-500731	Contracts for Prog Svcs	TBD	\$96,649	\$2,215,928	<b>\$</b> 2,312,577
2023	102-500731	Contracts for Prog Svcs	TBD	\$0	\$119,299	\$119,299
			Total:	\$3,848,823	\$2,335,227	\$6,184,050

## EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

:

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

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The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

#### Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

re Shebinette

Lori A. Shibinette Commissioner

## State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, SCS Permanent Housing 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 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37), and most recently amended December 2, 2020 (Item #11), 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 Standard Contract Language, Section 2, Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

August 31, 2022

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

\$416,394

- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1. NH0060L1T001806 (SFY 2020; July 1, 2019 June 30, 2020)
    - 1.2.4.2. NH0019L1T001912 (SFY 2021; July 1, 2020 June 30, 2021)
    - 1.2.4.3. NH0019L1T001912 (SFY 2022; July 1, 2021 June 30, 2022)
    - 1.2.4.4. NH0019L1T002013 (SFY 2023; July 1, 2022 August 31, 2022)
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:
  - 1.2.7.1 Not to exceed \$416,394.
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		•		•	<b>.</b> .
		July 1, 2019 – June 30, 2020	July 1, 2020 – June 30, 2021	July 1, 2021 – June 30, 2022	July 1, 2022 – August 31, 2022
1.2.8.1.	Operations:	\$83,282	\$144,846	\$150,783	\$27,743
1.2.8.2.	Administrative Expenses:	\$1,948	\$3,596	\$3,547	\$649
1.2.8.3.	Total Program Amount:	\$85,230	\$148,442	\$154,330	\$28,392

SS-2020-BHS-04-PERMA-18-A03

Southwestern Community Services, Inc.

6/9/2021 Date

M.

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 upon the date of Governor and Executive Council approval, whichever is later.

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 ł

6/12/2021

Date

· , · ·

. 6/9/2021

.

Date

Christine Santaniello

Name: Christine Santaniello Title: Director

Southwestern Community Services, Inc.,

John Manning

Name: John Manning Title: CEO

SS-2020-BHS-04-PERMA-18-A03

Southwestern Community Services Inc.

Page 2 of 3

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

## OFFICE OF THE ATTORNEY GENERAL

6/12/2021

Date

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:

SS-2020-BHS-04-PERMA-18-A03

NOV16'20 PM 4:13 RCVD



#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF ECONOMIC & HOUSING STABILITY

Commissioner

Christine L. Sastaniello Director

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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.dhbs.nh.gov

November 12, 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 enter into a **Retroactive, Sole Source** amendment to an existing contract with Southwestern Community Services, Inc. (VC#177511-B001), Keene, NH for the ongoing provision of Permanent Housing and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising a renewal option by increasing the price limitation by \$73,084 from \$172,958 to \$246,042 and by extending the completion date from June 30, 2021, to August 31, 2021, effective November 1, 2020, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 19, 2019, item #46 and most recently amended with Governor and Council approval on May 6, 2020, item #37.

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

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	42308314	<b>\$</b> 85,230	\$0	\$85,230
2021	102-500731	Contracts for Prog Svc	42308317	\$87,728	\$60,714	\$148,442
2022	102-500731	Contracts for Prog Svc	42308317	\$0	<b>\$</b> 12,370	\$12,370
			Total	\$172,958	\$73,084	\$246,042

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Summuand the Honorable Council Page 2 of 3

## EXPLANATION

This request is **Retroactive** because the U.S. Department of Housing and Development (HUD) grant award required an expansion to the scope of work for this contract in order to consolidate services provided by the vendor in another contract which expired October 31, 2020, – (Continuum of Care, Central Street Permanent Housing Program, approved by Governor and Council on October 23, 2019, Item #23). Additional time was needed to finalize the revised scope of work prior to the vendor accepting the terms of the agreement. Approval of this amendment, with the retroactive effective date of November 1, 2020, will prevent a lapse in services critical to the Department's ability to ensure availability of permanent housing options and homeless outreach services in Cheshire and Sullivan Counties. This request is Sole Source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care (CoC) Program renewal application process, prior to the grant award being Issued. Prior to the renewal application process, the Department solicits proposals from potential vendors to participate in the CoC Program and includes selected vendors in the application. Based on the application evaluation process, HUD then directs the Department to provide grant awards and the specific amounts to vendors.

The purpose of this request is to continue a Permanent Housing Program that delivers rental and leasing assistance, service access and supportive services to individuals and families who are experiencing homelessness.

The program facilitates the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency. Approximately forty (40) individuals and/or families will be served from November 1, 2020 to August 31, 2021.

Using the Housing First model and the development of Stabilization and Crisis Management plans, the vendor will facilitate the movement of each participant into sustained permanent housing while providing connections to community and mainstream services to maximize each participant's ability to live more independently.

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal., of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) months of the remaining one (1) year available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families who are vulnerable in unsafe and potentially deadly situations. Additionally, if data is not collected as required by the contract, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for homeless and permanent housing supportive services.

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

Area served: Cheshire and Sullivan Counties

Source of Funds: CFDA #14.267, FAIN #NH0019L1T001912

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

Respectfully submitted,

Row Weawa for Lori A. Shibinette

Commissioner



New Hampshire Department of Health and Human Services Continuum of Care, SCS Permanent Housing Program

## State of New Hampshire Department of Health and Human Services Amendment #2 to the Continuum of Care, SCS Permanent Housing Program Contract

This 2<sup>nd</sup> Amendment to the Continuum of Care, SCS Permanent Housing Program contract, (formerly known as Continuum of Care, Permanent Housing Program (Cheshire County) 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 Southwestern Community Services, Inc., (hereinafter referred to as "the Contractor"), a nonprofit 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 Councilon June 19, 2019 (Item #46), as amended on May 6, 2020 (Item #37), 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 Standard Contract Language, Section 2., Renewal, 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, 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 1.7, Completion Date, to read:

August 31, 2021.

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

\$246,042.

- Remove all references to "Permanent Housing Program (Cheshire County)" and replace with "SCS Permanent Housing Program" throughout the Agreement.
- 4. Modify Exhibit A, Scope of Services, by replacing it in its entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers

1.2.4.1. NH0060L1T001806 (SFY 2020; July 1, 2019 - June 30, 2020)

1.2.4.2. NH0019L1T001912 (SFY 2021; July 1, 2020 - June 30, 2021)

1.2.4.3. NH0019L1T001912 (SFY 2022; July 1, 2021 - August 31, 2021)

 Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1., to read:

Contractor Initials

Date

10/27/2020

1.2.7.1. Not to exceed \$246,042.

Amendment #2

New Hampshire Department of Health and Human Services Continuum of Care, SCS Permanent Housing Program

1.



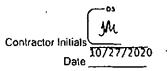
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for the Continuum of Care Program:

	July 1, 2019 - June 30, 2020	Julý 1, 2020 - June 30, 2021	July 1, 2021 - August 31, 2021 `
1.2.8.1. Operations:	\$83,282	\$144,846	\$12,070
<u> </u>	<u>\$1,948</u>	<u>\$3,596</u>	<u>\$300</u>
1.2.8.4. Total Program Amount:	\$85,230	\$148,442	\$12,370

Southwestern Community Services, Inc. SS-2020-BHS-04-PERMA-18-A02

Amendment #2 Page 2 of 4



New Hampshire Department of Health and Human Services Continuum of Care, SCS Permanent Housing 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 November 1, 2020, 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

11/4/2020	

— Docusioned by: Christian Santaniello

Name Chiffstine Santaniello

Title: Director

Southwestern Community Services, Inc.

10/27/2020	
Date	

-Docusioned by: Wesa Malasajiaa

1		
	John Manning	
Name	som nämning	
Title:	CEO	

Southwestern Community Services, Inc. SS-2020-BHS-04-PERMA-18-A02 Amendment #2 Page 3 of 4

## New Hampshire Department of Health and Human Services Continuum of Care, SCS Permanent Housing Program



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

## OFFICE OF THE ATTORNEY GENERAL

11/10/2020

Date

Catherine Pinos Name

Title: Attorney

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

## OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Southwestern Community Services, Inc. SS-2020-BHS-04-PERMA-18-A02 Amendment #2 Page 4 of 4

New Hampshire Department of Health and Human Services Continuum of Care Program, SCS Permanent Housing Program Exhibit A – Amendment #2



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## SCOPE OF SERVICES

## Permanent Housing Program

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

NH DHHS Bureau of Housing Supports (BHS) 129 Pleasant Street Concord, NH 03301

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4: For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

Continuum of Care Program,	Exhibit A- Amendmant #2	Contractor Initials	
SCS Permanent Housing Program		10/27/2020	
SS-2020-BHS-04-PERMA-18-A02	Page 1 of 5	Date	

New Hampshire Department of Health and Human Services Continuum of Care Program, SCS Permanent Housing Program Exhibit A – Amendment #2



1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

#### 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Supportive Housing program serving approximately forty
   (40) individuals and/or families with a mental illness, substance use issue, or other disabilities in the Counties of Cheshire and Sullivan, and which includes, but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records:</u> The Contractor shall maintain the following documentation related to establishing and operating a CoC:
  - 2.3.1.1. <u>Records of Homeless Status.</u> The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
  - 2.3.1.2. <u>Records of at Risk of Homelessness Status</u>: The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
  - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
    - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.
    - 2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written

Continuum of Care Program,	Exhibit A- Amondmont #2	Contractor Initials
SCS Permanent Housing Program	•	10/27/2020
SS.2020-BHS-04-PERMA-18-402	Page 2 of 5	Dale

New Hampshire Department of Health and Human Services Continuum of Care Program, SCS Permanent Housing Program Exhibit A – Amendment #2



observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

- 2.3.1.4. <u>Records of Annual Income</u>. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:
  - 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
  - 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
  - 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
  - 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. <u>Program Participant Records.</u> In addition to evidence of homelessness status or at-risk-ofhomelessness status, as applicable, the Contractor must keep records for each program participant that document:
  - 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service, package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
  - 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. <u>Housing Standards</u>. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. <u>Services Provided.</u> The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 2.4. The Contractor shall maintain records that document compliance with:
  - 2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c).
  - 2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b).

2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).

Continuum of Caro Program, Exhibit A- Amondment #2 Contractor Initials SCS Permanent Housing Program SS-2020-BHS-04-PERMA-18-A02 Page 3 of 5 Date

## New Hampshire Department of Health and Human Services Continuum of Care Program, SCS Permanent Housing Program Exhibit A – Amendment #2



- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
- 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
- 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
- 2.6.3. <u>Affirmatively Furthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
- 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
- 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.
- 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. <u>Confidentiality</u>. In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
  - 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations;
  - 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
  - 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Retention</u>. The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

#### 3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
  - 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and
  - 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

4. Contract Administratio	n				JM.
Continuum of Care Program, SCS Permanent Housing Program			Exhibit A- Amendment #2	Contra	actor Initials
SS-2020-BHS-04-PERMA-18-A02		:	Page 4 of 5	•	10/27/2020 Dato

New Hampshire Department of Health and Human Services Continuum of Care Program, SCS Permanent Housing Program Exhibit A – Amendment #2



- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

## 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application #SF-424; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

## 6. Deliverables

- 6.1. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A Amendment #2, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section 2.2. Exhibit A – Amendment #2, and as outlined in other written HUD policies and directives as appropriate.
  - 6.2.1. Project outcomes shall include, but are not limited to:
    - 6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.
    - 6.2.1.2. Participants experience increased connections to:
      - 6.2.1.2.1. Mainstream benefit resources; employment and/or vocational rehab referrals;
      - 6.2.1.2.2. Mental health and/or substance abuse service access and referrals; and
      - 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.

Contractor Initial

Date

10/27/2020

6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A – Amendment #2.

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#### STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

## DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner Christine L. Santaniello

Director

 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.dhbs.nh.gov

April 22, 2020

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

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#### **REQUESTED ACTION**

Authorize the Department of Health and Human Services. Division of Economic and Housing Stability, to amend existing Sole Source contracts with the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46, 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership Strafford County Dover, NH	177200- 8004	Slatewide	\$38,524	\$38,524	\$77.048
Community Action Program Belknap- Merrimack Counties, Inc., Concord, NH	177203- 8003 <sup>-</sup>	Statewide	\$86,722	\$86,722	\$173,444
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	\$99.046	\$10.1,469	\$200,515
FIT/NHNH, Inc., Manchester, NH	157730- B001	Concord	\$68,585	\$68,585	\$137,170

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

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# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4 ֥ .

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The Lakes Region Mental Health Center Inc., Laconia, NH	154480- B001	Laconia	\$99,835	\$102,211	\$202,046
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$85,230	\$87,728	\$172,958
Southwestern Community Services, Inc., Keene, NH	177511- R001	Statewide	\$86,552	\$86,552	\$173,104
Southwestern Community Services, Inc., Keene, NH	177511- R001	Cheshire & Sullivan Counties	\$281,824	\$288,544	\$570,368
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$267,435	\$273,459	\$540,894
The Mental Health Center for Southern New Hampshire Derry, NH	174116- R001	Western Rockingham County	\$273,230	\$303,674	\$576,904
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Statewide	\$130,822	\$130,822	\$261,644
Tri-County Community Action Program Inc., Berlin, NH	177195- B009	Grafton, Coos, and Carroll Counties	\$88,959	\$89,679	\$178,638
		Total:	\$1,606,764	\$1,657,969	\$3,264,733

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

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Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Titlo	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020 -	102-500731	Contracts for Prog Svc	TBD	\$1,606,764	\$0	\$1,606,764
2021	102-500731	Contracts for Prog Svc	T8D	\$0	\$1,657,696	\$1,657,696
			Total	\$1,606,764	\$1,657,969	\$3,264,733

#### EXPLANATION

This request is Sole Source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

#### Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted

Lori A. Shibinette Commissioner

New Hampshire Department of Health and Human Services Continuum of Care, Permanent Housing Program (Cheshire County)



#### State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, Permanent Housing Program (Cheshire County)

This 1<sup>st</sup> Amendment to the Continuum of Care, Permanent Housing Program (Cheshire County) contract (hereinafter referred to as "Amendment #1") 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 nonprofit 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 19, 2019, (item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, the Contract may be amended and extended 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2021.

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

\$172,958

- 3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:

1.2.4.1. NH0019L1T001811 (Grant Year 1)

- 1.2.4.2. NH0019L1T001912 (Grant Year 2)
- 4. Exhibit 8, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1., to read:

1.2.7.1 Not to exceed \$172,958

5. Exhibit B. Methods and Conditions Precedent to Payment, Section 1: Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program; -

·		Grant Year 1	Grant Year 2
1.2.8.1.	Operating Expenses	\$83,282	\$85,780
.1.2.8.2.	Administrative Expenses	<u>\$1,948</u>	\$1,948
1.2.8.3.	Total Program Amount	\$85,230	\$87,728

Southwestern Community Servicos, Inc. SS-2020-BHS-04-PERMA-18-A01

Amondment#1 Page 1 of 3

Contractor In

### New Hampshire Department of Health and Human Services Continuum of Care, Permanent Housing Program (Cheshire County)



All terms and conditions of the Contract not inconsistent with this Amendment #1 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

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Nai tanial Title: Dir

Southwestern Community Services, Inc.

Name: Join Manning Tille: Chief Executive Officer

3/26/20

Date

Southwestom Community Services, Inc. SS-2020-BHS-04-PERMA-18-A01

Amendment #1 Page 2 of 3

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(m) 13/21/2020

Continuum of Care, Permanent Housing Program (Cheshire County)

New Hampshire Department of Health and Human Services

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

OFFICE OF THE ATTORNEY GENERAL

## OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Southwastern Community Services, Inc. SS-2020-BHS-04-PERMA-18-A01 Amendment#1 Page 3 of 3



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STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers Commissioner

Bristoe L. Saowajello Director 603-271-9474 1-800-832-3345 Ext 9474 as: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

#### May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,605,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020, 100% Federal Funds.

Vendor Name	Project Namo	Vendor #	Location	SFY 2020 Amount
Community Action Partnership Strafford County	Coordinated Entry	177200-B004	Statewide	\$38,524
Community Action Program Belknap-Merrimack Counties, Inc.	Coordinated Entry	177203 8003	Statewide	\$86,722
FIT/NHNH, Inc.	Concord Community Leasing II Permanent Housing	157730-B001	Concord	\$99,046
FIT/NHNH, Inc.	Concord Permanent Housing	157730-8001	Concord	\$68 585
The Lakes Region Mental Health Center, Inc.	McGrath Street Permanent Housing	154480-B001	Laconia	\$99,835
Southwestern Community Services, Inc.	Permanent Housing Cheshire County	177511-R001	Cheshire & Súllivan Counties	\$85,230
Southwestern Community Services, Inc.	Coordinated Entry	177511-R001	Statewide	. \$86,552
Southwestern Community Services, Inc.	Shelter Plus Care Permanent Housing	177511-R001	Cheshire & Sullivan Counties	\$281,824
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Family Housing I Permanent Housing	174116-R001	Western Rockingham County	\$267,435

## His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 4

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Përmanent Housing I	174116-R001	Western Rockingham County	\$273,230
Tri-County Community Action Program, Inc.	Coordinated Entry	177195-B009	Statewide	\$130,822
Tri-County Community Action Program, Inc.	Permanent Supportive Housing I, Expansion	177195-8009	Grafton, Coos, and Carrol! Counties	\$08,959
	· · · · · · · · · · · · · · · · · · ·	·	Total.	61,606,764

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of lunds in the future operating budgets, with authority to adjust amounts within the price fimitation and adjust encumbrances between State Fiscal Years' through the Budget Office 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 PROGRAM

	State Fiscel Year	Class/Account	Class Title	Job Number	Amount	1
	2020	102-500731	Contracts for Program Services	TBD	\$1,606,764	ŀ
·				Total	\$1,606,764:	.

## EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

- His Excellency, Governor Christopher T. Sununu and the Honorable Council
- Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently:

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

- A strategic planning process for addressing homelessness in the community.
- A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.
- An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources largeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests. Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

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

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

The Départanent of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to nehieve health and independence.

Respectfully submitted,

Veffrey A. Møyers Commissioner

## FORM NUMBER P-31 (version 5/8/15)

Subject: Continuum of Care, Permanent Housing Program (Cheshire County), SS-2020-BHS-03-PERMA-18

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: CENERAL PROVISIONS

I. IDENTIFICATION.		- <u></u>	<u> </u>		
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		1.4 Contractor Address			
Southwestern Community Ser	vices, Inc.	63 Community Way			
•		P.O. Box 603 Keene, NH 03431-0603			
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
(603) 352-7512	05-95-42-423010-7927- 102-500731	June 30, 2020	\$85,230		
1.9 Contracting Officer for S	inte Agency	1.10 State Agency Telephon	e Number		
Nathan D. White, Director		603-271-9631			
1.11 Contractor Signature	· ·	1.12 Name and Title of Con	ntractor Signatory		
· ALM		John A. Manning			
CJ.LA Man	•••••	Chief Executive Officer			
1.13 Acknowledgement: Sta	IE OF NH , County of	Cheshire			
	· · • · •				
		nally appeared the person identifie A arknowledged that the executed			
indicated in block 1.12.	. name is signed in order 1.13, an	d acknowledged that she executed	ins occurrent in the capacity		
1.13.1 Signature of Notary P	ofic or Justice of the Peace	C. C. III			
Shin		CONTRACT			
(Scall OVAL)		NOV TRES	· ·		
1.13.2 Name and Title of Not	ary or Justice of the Peace	2.0 200	——————————————————————————————————————		
Stacey McGilvery	, Notary	PUBLIC INT			
1.14 State Agenpy Signature	· · · · · · · · · · · · · · · · · · ·	Willing and Title of Sul	e Agency Signatory		
Intermospilan	10 Date 5 29 19	1 Chikome San	Langello, Priechr, DEL		
1.10 Approval by the N.H. D	epartment of Administration, Div	ision of Personnel (if applicable)			
By:		Director, On:	· · ·		
.17 Approval by the Attorne	y General (Form, Substance and	Execution) (if applicable)			
By: Christin	a Welan	on: June 4,201	۹ ُ		
1.18 Approval by the Govern	or and Executive Council (if app	licable)			
. By:		On:			
		····	<u>_</u>		

## Page 1 of 4

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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 statched EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES. J.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 timitation, 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.

#### S. 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 RECULATIONS/ 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 dury 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 ascenaining 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 ficensed 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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Contractor Initials Date

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 anached 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, an 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. Norwithstanding 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 bodity injury, death or property damage, in amounts of not less than \$1,000,000per 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.

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Contractor Initial Date

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 thiny (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 encellation 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 assignce 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 malling 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 Execusive 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.

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New Hampshire Department of Health' and Human Services -Continuum of Care Program



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#### SCOPE OF SERVICES

Exhibit A

#### Permanent Housing Program

#### 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

NH DHHS Bureau of Housing Supports (BHS) 129 Pleasant Street Concord, NH 03301

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure regularements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments (thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

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New Hampshire Department of Health and Human Services Continuum of Care Program Exhibit A



1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

#### 2. Scope of Servicas

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Supportive Housing program serving approximately twenty-eight (28) homeless individuals and or families with a mental illness, substance use (saue or other disabilities, and which includes, but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records</u>: The Contractor shall maintain the following documentation rolated to establishing and operating a CoC:
  - 2.3.1.1. <u>Records of Homgless Status</u>. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
  - 2.3.1.2. <u>Records of at Risk of Homelessness Stalus</u>: The Contractor shall maintain records that establish "at risk of homelessness" stalus of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
  - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
    - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dantal records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

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New Hampshire Department of Health and Human Services Continuum of Care Program



2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

Exhibit A

2.3.1.4. <u>Records of Annual Income.</u> For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:

- 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
- 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
- 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral varification by the relevant third party of the income the program participant received over the most recent period; or
- 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. <u>Program Participant Records.</u> In addition to evidence of homelessness status or at-risk-ofhomelessness status, as applicable, the Contractor must keep records for each program participant that document:
  - 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
- 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. <u>Housing Standards.</u> The Contractor must relain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. <u>Services Provided</u>, The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

2.4. The Contractor shall maintain records that document compliance with:

2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c).

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New Hampshire Department of Health and Human Services Continuum of Care Program. Exhibit A



2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b).

- .2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CER 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
- 2.6.1. <u>The Homeless Participation</u> regultements in accordance with 24 CFR 578.75(g).
  - 2.6.2. The Faith-based Activilles requirements in accordance with 24 CFR 578.87(b).
  - 2.6.3. <u>Affirmatively Furthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
  - 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
  - 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.
  - 2.6.6. The Contractor must relain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. <u>Confidentiality</u>. In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
- 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations;
- 2.7.2. The address or tocalion of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
- 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Retention.</u> The Contractor shall ensure all records, originats or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

#### 3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
  - 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Avaitability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

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New Hampshire Department of Health and Human Services Continuum of Care Program Exhibit A



3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

## 4. Contract Administration

- 4.1. The Contractor shall have appropriate tayels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

#### 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, (ederal fiscal year 2018, #SF-424; and
- 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
- 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.
- 6. Dellverables
  - 6.1. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
  - 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section 2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
    - 6.2.1. Project-outcomes shall include, but are not limited to:

6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.

6.2.1.2. Participants experience increased connections to:

6.2.1.2.1. Mainstream benefit resources; employment and/or vocational rehab referrals;

16.2.1.2.2. Mental health and/or substance abuse service access and referrals; and

- 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

Exhibit A Page 3 of 5

Contractor I



## New Hampshire Department of Health and Human Services Continuum of Care Program

Exhibit B

## METHOD AND CONDITIONS PRECEDENT TO PAYMENT

## 1. Permanent Supportive Housing Program Funding

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A. Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block . 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement Is funded by the New Hampshire General Fund and/or by federal funda made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

1.2.1.	NH General Fund:	0%
122	Federal Eurode	100%

1,4,4,	rederari unos.	100 /4	
1.2.3.	CFDA #:	14,267	•

- 1.2.4. Grant Number: NH0019L1T001811
- 1,2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)

1.2.6. Program Title: Continuum of Care, Permanent Supportive Housing

1.2.7. Total Amount Continuum of Care;

1.2.7.1. not to exceed \$85,230

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

- 1.2.8.1. Operating Expenses: \$83,282
- 1.2.8.2. Administrative Expenses: \$1,948
- 1.2.8.3. Total program amount: \$85,230
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may Jeopardize the Contractor's current and/or future funding.

#### 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

NH DHHS Bureau of Housing Supports 129 Pleasant Street

- Concord, NH 03301
- 2.2. 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.

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## New Hampshire Department of Health and Human Services Continuum of Care Program

#### Exhibit B

2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit 'one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

#### 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

## 3.3. Match Funds:

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing lunds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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## New Hampshire Department of Health and Human Services Continuum of Care Program

#### Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit 8. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.

## 3.4.5. Schedule of Payments:

- 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
- 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

## housingsupportsinvoices@dhhs.nh.gov

- 3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
- 3.5. Review of the State Disallowance of Costs:
  - 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
  - 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
  - 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
  - 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreemant may be withheld. In whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been salisfactorily completed in accordance with the terms and conditions of this Agreement.

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Now Hampshire Department of Health and Human Services Continuum of Care Program

Exhibit B

## 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes timited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

## 5. Expense Eligibility

5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

### 5.2. Operating Expenses.

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs Include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3 Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.
- 5.3. Supportive Services
  - 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
  - 5.3.2. Eligible costs shall include:
    - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
    - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
    - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

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## New Hampshire Department of Health and Human Services Continuum of Care Program

Exhibit B 5.3.2.4. Child Care. The costs of establishing and operating child care, and providing childcare vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible; Education Services. The costs of improving knowledge and basic educational 5.3.2.5. skills are eligible; 5.3.2.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost; 5.3.2.7. Food. The cost of providing meals or groceries to program participants is eligible; 5.3.2.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible; 5.3.2.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing; 5.3.2.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training; 5.3.2.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the

5.3.2.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals;

use and management of medications; and combinations of therapeutic

- 5.3.2.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
- 5.3.2.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug, or alcohol treatment are ineligible;
- 5.3.2.15. Transportation Services are described in 24CFR 578(e) (15);

approaches to address multiple problems;

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## New Hampshire Department of Health and Human Services. Continuum of Care Program

Exhibit B-

- 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;
- 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);
- 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and
- 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

#### 5.4. / Rental Assistance

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- .5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. <u>For Leasing funds</u> <u>only:</u> Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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## New Hampshire Department of Health and Human Services Continuum of Care Program

#### Exhibit 8

- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.
  - 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

## . 5.5. Administrative Costs:

## 5.5.1. Eligible edministrative costs include:

- 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
- 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expanditures for the following:
- 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
  - 5.5.1.2.1.1 In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro-rate share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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## Now Hampshire Department of Health and Human Services Continuum of Care Program

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		5.5.1.2.1.1.1.	Preparing program budgets and schedules, and amendments to those budgets and schedules;
		5.5.1.2.1.1.2.	Developing systems for assuring compliance with program requirements;
		5.5.1.2.1.1.3.	Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
		<b>5.5.1.2.1.1.4</b> .	Monitoring program activities for progress and compliance with program requirements;
		5.5.1.2.1.1.5.	Preparing reports and other documents related to the program for submission to HUD;
	•	5.5.1.2.1.1.6.	Coordinating the solution of audit and monitoring findings;
		5.5, 1.2, 1.1.7.	Preparing reports and other documents directly related to the program submission to HUD;
		5.5,1.2.1.1.8.	Evaluating program results against stated objectives;
•		5.5.1.2.1 <i>.</i> 1.9.	Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.
		5.5.1.2.1.1.10.	Travel costs incurred for official business in carrying out the program;
	•	5.5.1.2.1.1.11.	Administrative services performed, under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;
		5.5.1.2.1.1.12.	Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space;
		5.5.1.2.1.1.13.	Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and
		5.5.1.2.1.1.14.	Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.
<b>5.6</b> .	Leasing:		

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

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## New Hampshire Department of Health and Human Services Continuum of Care Program

## Exhibit B 5.6.1. Requirements: 5.6.1.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space. Leasing individual units. When the grants are used to pay rent for individual 5.8.1.2. housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, guality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents. 5.6.1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by tandlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost. 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent. Occupancy agreements and subleases. Occupancy agreements and subleases 5.6.1.5. are required as specified in 24 CFR 578.77(a). Calculation of occupancy charges and rent. Occupancy charges and rent from 5.6.1.6. program participants must be calculated as provided in 24 CFR 578.77. Program income. Occupancy charges and rent collected from program 5.6.1.7. participants are program income and may be used as provided under 24 CFR 578.97. 5.6.1.8. Transition, Refer to 24CFR 578.49(b)(8) Rent paid may only reflect actual costs and must be reasonable in comparison to 5.6.1.9. rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor. 5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents. 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs. 5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits. 5.6.1.13. The Contractor cannot lease a building that it already owns to itself. 5.6.1,14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services. SCS PHP (Cheshire Co.) sty2020 E Moh B รไม่ไข 55-2020-BKS-04-PERMA-18 Page 9 of 16



## New Hampshire Department of Health and Human Services Continuum of Care Program

#### Exhibit 8

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

## 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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#### New Hampshiro Department of Health and Human Services Exhibit C



## 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 eforeseld covenants, the Contractor hereby covenants and agrees as follows:

- 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.
- 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 datermination 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 datermination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility daterminations that the Department may request or require.
- 4. Feir Mearings: The Contractor understands that all opplicants 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. Gratuitles 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, officere, employees or egents 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 shell be made for expanses 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 phything 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 area 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 relimburs of expense other than such costs, or has received payment in excess of such receipt 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 heraunder, 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
    - Exhibit C Special Provisions C

Contractor Initials

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excess of costs;

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#### 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 et any time during the period of retention of records established herein.

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

- Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Peniod;
  - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all casts and other expanses 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, inventorias, 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 recommanded 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, Activitias 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 shallnot 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 aervices 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.

Exhibit C ~ Special Provisions

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#### 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.

- Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Oepartment.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expanses incurred by the Contractor to the date of the report and
    - <sup>3</sup> containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hareunder. 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 expanses 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. Credite: 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 o Contract with the State of New Hempshire, Department of Health and Human Services, with funds provided in part by the State of New Hempshire 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, protocots 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 faws, 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 abilities or permit, and will all times comply with the terms and conditions of each such license or permit. In connection with the foregoing regularements, 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 Marshaland 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

Exhibit C - Special Provisions

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#### New Hampshire Department of Health and Human Services Exhibit C



mora employees, il 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 loss 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, nationalongin 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 lake reasonable steps to ensure that LEP persons have meaningful access to its programs.
- Pilot Program for Enhancement of Contractor Employee Whilstieblower 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.

(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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Exhibit C - Special Provisions

Page 4 of 5

#### 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.

#### 20. Contract Definitions:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and satting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. 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.
- 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the sold reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds evailable for these services.

Exhibit C - Special Provisions Page 5 of 5

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#### New Hampshiro Department of Health and Human Services Exhibit C-1



#### REVISIONS TO STANDARD CONTRACT LANGUAGE

#### 1. Revisions to Form P-37, General Provisions

#### 1.1. Section 4, 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 funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies 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 eccount into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account finite event funds are reduced or unavailable.

## 1.2. Section 10, <u>Termination</u>, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sola 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 of 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.

#### 2. Renowal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language. Contractor Initia

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#### New Hampshire Department of Health and Human Services Exhibit D



#### CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5150 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 el seg.), 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. 100-590, Title V, Sublitle D, 41 U.S.C, 701 et seg.). 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 subcontractors), prior to sward, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by interence, 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 Pleasont Street,
- Concord, NH 03301-6505
- The grantee certifies that it will or will continue to provide a drug-free workplace by: 1
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled aubstance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibilion;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1.1 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 evailable 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 Faderal agency

Exhibit D - Certification regarding Drug Free Workplace Regulrements Page 1 of 2

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#### New Hampshire Department of Health and Human Services Exhibit O



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

- Taking one of the following actions, within 30 calendar days of receiving notice under ·1.6. 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
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or 1.6.2. 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 II if there are workplaces on file that are not identified here.

Vendor Name: Southwestern Community Services, Inc.

Name John A. Manning Title; Chief Executive Officer

05/23/19 Date

Exhibit O - Certification regarding Orug Free Workplace Regultements

Page 2 of 2

Vendor Inili

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#### New Hampshire Department of Health and Human Services Exhibit E



## CERTIFICATION REGARDING LOBBYING

The Vendor Identified in Section 1.3 of the General Provisions agrees to compty 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 Black Grant Program under Title XX "Medicald Program under Title XIX "Community Services Black Grant under Title VI

Child Care Development Block Grant under Title IV

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

- 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-grantae 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 egency, a Member of Congress, an officer or employee of Congress in connection with this. Federal contract, grant, team, 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-L).
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-owards of 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 cartification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this cartification is a prerequisite for making or entering into this transaction imposed by Soction 1352, Title 31, U.S. Code. Any person who fails to file the required cartification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Southwestern Community Services, Inc.

05/23/19 Date

John A. Manning Till Chief Executive Officer.

Exhibit E - Centification Regarding Lobbying

CUOH43/10713

Page 1 of 1

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



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspansion, 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

- By signing and submitting this proposal (contract), the prospective primary participant is providing the cartification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in deniat 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 lumish a certification or an explanation shall disquality 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 randered 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 agancy to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was proneous 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 tower 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 \_\_\_\_\_

Exhibit F - Certification Regarding Oebarmern, Suspension And Other Responsibility Matters Page 1 of 2

Vendor Initiali Date

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



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

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

#### PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and beliaf, 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 egency;
  - 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 embazztement, thaft, 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 enumarated 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 ettach 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. Bre 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 (urther 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 that covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Southwestern Community Services, Inc.

\*\*\* Na John A. Manning

Chief Executive Officer

05/23/19 Date

Educit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

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# New Hampshire Department of Health and Human Services



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1958 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statuto from discriminating, alther in amptoyment 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 Sale 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 benafits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ansuras aqual 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. If 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 Octanse 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, suspansion or termination of grants, or government wide suspension or debarment.

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#### New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19 Date

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Rev. 10/21/54

Neme: John A. Manning Thie: Chief Executive Officer

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Date 2

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Page 2 of 2

#### New Hampshire Department of Health and Human Services Exhibit H



## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

John A. Manning

Chiel Executive Officer

CU/OHH3/10713

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Vendor Initiati Date

New Hampshire Department of Health and Human Services



# Exhibit I HEALTH INSURANCE PORTABLITY ACT

BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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. <u>Breach</u> shall have the same meaning as the term 'Breach' in section 164.402 of Title 45. Code of Federal Regulations.
- <u>Business Associate</u> has the meaning given such term in section 160.103 of Title 45. Code of Federal Regulations.
- <u>Covered Entity</u>: has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>Designated Record Set</u> shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. \*Date 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. <u>"HITECH Act</u>" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1896, 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.
- "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).
- 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. "<u>Protected Health Information</u>" 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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Exhibit I Health Insurance Pertability Act Business Associate Agreement Page 1 of 6



#### New Hampshire Department of Health and Human Services

 "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

Exhibit

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.

<u>Unsecured Protected Health Information</u> 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. <u>Other Definitions</u> - 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.

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:
  - For the proper management and administration of the Business Associate;
    - 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.

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.

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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Exhibit i Health Insurance Portability Act Business Associate Agreement Page 2 of 8



## New Hampshire Department of Health and Human Services

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

Exhibit I

If the Covered Enlity notifies the Business Associate that Covered Enlity 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.

 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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- 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
- 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

Echibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 8

Date 5/23/1

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#### New Hampshire Department of Health and Human Services



Exhibit I

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

- 1. 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 154.524.
- Mithin 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.
  - 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.

 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.

- 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 notity Covered Entity of such response as soon as practicable.
  - 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 Associate

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 8

Date 5/23/19

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#### New Hampshire Department of Health and Human Services

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.

Exhibit I

## (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 164.508 or 45 CFR Section 164.508.
- 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.

## (6) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6

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e. <u>Segregation</u>. 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.

Exhibit I

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	Southwestern Community Services, Inc	
The State O I I	Name of the Vendor	
Chronian a	Cloht Jamming	
Signature of Authonized Representative	Signature of Authorized Representative	
(11(istra Santanichi	John A. Manning	
Name of Authorized Representative	Name of Authorized Representative	
Drechr. DEHS	Chief Executive Officer	
Title of Authorized Representative	Tille of Authorized Representative	
5129/19	05/23/19	
Date	Date	

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Exhibiti Health Insurance Partability Act Business Associate Agreement Page 6 of 6

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#### New Hampehire Department of Health and Human Services Exhibit J



# CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

The Federal Funding Accountability and Transparancy 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 sourca
- 6. Award title descriptive of the purpose of the funding ection
- 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: 1
  - 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. Compansation 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 Vendor 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 (Reparing 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 Provisiona execute the following Certification:

The below named Vendor 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.

Vendor Name: Southwestern Community Services, Inc.

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Date

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Name: John A. Manning Title: Chief Executive Officer

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2



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#### New Hempshire Department of Health and Human Services -Exhibit J

FORM A

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

YES

1. The OUNS number for your entity is: 081251381

 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?

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

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

 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 19867

\_\_\_\_\_NO \_\_\_\_\_YES

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

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

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

	Amount:
·····	Amouni:
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	Amount:
<u> </u>	Amount:

Exhibit J - Centification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

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## 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:

- "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.
- "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 faw 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.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promutgated thereunder.
- 5. Incident' means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic.

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#### New Hampshire Department of Health and Human Services

Exhibit K



#### **DHHS Information Security Regulaements**

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.
- \*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.
- \*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.
- 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.
  - 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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Exhibit K OHHS Information Security Regularments Page 2 of 9

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# New Hampshire Department of Health and Human Services Exhibit K



#### DHHS Information Security Regularements

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.

#### 11 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.
- 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 dala.
- 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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Exhibil K **DHHS** Information Security Requirements Page 3 of 9

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# New Hampshire Department of Health and Human Services Exhibit K



# **DHHS Information Security Requirements**

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

- 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

- 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.
- 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.
- 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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Exhibit K DHHS Information Security Requirements Page 4 of 9

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# New Hampshire Department of Health and Human Services

Exhibit K



#### **DHHS Information Security Requirements**

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

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

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Exhibit K OHHS Information Security Requirements Page 5 of 9

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#### New Hampshire Department of Health and Human Services

Exhibit K



#### **DHHS Information Security Requirements**

- 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.
- 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.
- 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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Exhibit X DHHS Information Security Regularments Page 6 of 9

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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 Date and to prevent unauthorized use or access to it. The safeguards must provide a lavel and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above. Implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safequard this information at all times.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

V5, Last update 10/09/18

Exhibit K DHHS information Security Requirements Page 7 of 9

Contractor Initiat

#### New Hampshire Department of Health and Human Services

Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- 9. 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.
- in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

#### V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents; and

V5. Lost update 10/00/18

Exhibit X OHHS Information Security Requirements Page 8 of 9

Contractor Ini

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# New Hampshire Department of Health and Human Services Exhibit K



#### **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

### VI. PERSONS TO CONTACT.

A. DHHS Privacy Officer:

OHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

V5. Cast update 10/09/18 ;

Exhibit K OHHS Information Socurity Regularments Page 9 of 9

Contractor Initial Oa!

# State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), and as amended on June 30, 2021 (Item #47) 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2023

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

\$346,208

- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director.
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

- 1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)
- 1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)
- 1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)
- 1.2.4.4. NH0096L1T002106 (State Fiscal Year 2023)
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1. Not to exceed \$346,208.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

		<u>SFY 2020</u>	<u>SFY 2021</u>	SFY 2022	<u>SFY 2023</u>
1.2.8.1.	Supportive Services:	\$84,092	\$84,092	\$84,092	\$84,092
1.2.8.2.	Administrative Expenses:	\$2,460	<u>\$2,460</u>	_\$2,460	<u>\$ 2,460</u>
1.2.8.3.	Total Program Amount:	\$86,552	\$86,552	\$86,552	\$86,552

SS-2020-BHS-05-COORD-02-A03

Southwestern Community Services, Inc.

A-S-1.0

Contractor Initials

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 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

6/10/2022

Date

DocuSioned by: Karen Hebert

Name: Karen Hebert Title: Division Director

Southwestern Community Services, Inc.

DocuSigned by: Bethe Daniels

Name: Beth Daniels

Title: Chief Executive Officer

6/6/2022

Date

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

# OFFICE OF THE ATTORNEY GENERAL

6/10/2022

Jobyn Gunino

Date

Name: Robyn Guarino Title: Attorney

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

# OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

# State of New Hampshire Department of State

# CERTIFICATE

 David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965.
 I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514 Certificate Number: 0005755656



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2022.

David M. Scanlan Secretary of State

#### CERTIFICATE OF AUTHORITY

is duly authorized on behalf of <u>Southwestern Community Services</u> 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: *しー/-*スス

Signature of Elected Officer Name: Title:

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NH 03301

# **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. DocuSign Envelope ID: C75DCAF3-2B0E-4F21-956D-6DAEB61FF647

# Financial Statements

# SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

# CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020 AND INDEPENDENT AUDITORS' REPORTS AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

# CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

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To the Board of Directors of Southwestern Community Services, Inc. Keene, New Hampshire

#### CERTIFIED PUBLIC ACCOUNTANTS -WOLFEBORO • NORTH CONWAY DOYER • CONCORD STRATHAM

# 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 statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the 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 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 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.

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# <u>Opinion</u>

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, 2021, and the changes in their net assets and their 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 Southwestern Community Services, Inc. and related companies' 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2020, 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 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 22, 2021, 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 or other financial reporting and compliance.

Jeone MeDonnell & Roberts Professional association

October 22, 2021 Wolfeboro, New Hampshire

#### CONSOLIDATED STATEMENTS OF FINANCIAL POSITION MAY 31, 2021 AND 2020

# ASSETS

	<u>2021</u>	<u>2020</u>
CURRENT ASSETS	• -	
Cash and cash equivalents	\$ 1,722,941	\$ 1,400,153
Accounts receivable, net	1,781,636	1,201,132
Prepaid expenses	62,628	57,168
Notes receivable	2,357	2,357
Total current assets	3,569,562	2,660,810
PROPERTY		
Land and buildings	28,937,986	19,243,210
Vehicles and equipment	565,380	541,236
Furniture and fixtures	<u>934,441</u> 30,437,807	<u>271,753</u> 20,056,199
Total property	30,437,807	20,050,199
Less accumulated depreciation	14,621,952	8,557,576
Property, net	15,815,855	11.498.623
OTHER ASSETS		
Investment in related parties	138,001	198,492
Due from related parties	55,138	59,067
Cash escrow and reserve funds Security deposits	1,471,741 105,790	809,897 69,767
Other assets		384
Total other assets	1,771,054	1,137,607
Total assets	\$ 21,156,471	\$ 15,297,040
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 240,586	\$ 160,672
Accrued expenses	170,074	87,023
Accrued payroll and payroll taxes Other current liabilities	244,003 148,854	228,394 149,154
Refundable advances	729,955	290,437
Current portion of long term debt	142,174	125,324
Total current liabilities	1,675,646	1,041,004
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NONCURRENT LIABILITIES	41 200 411	0.005.957
Long term debt, less current portion shown above Economic Injury Disaster Loan	11,300,411 150,000	8,905,857
Paycheck Protection Program Ioan		439,070
Total noncurrent liabilities	11,450,411	9,344,927
Total liabilities	13,126,057	10,385,931
NET ASSETS ' Without donor restrictions	7,815,065	4,766,637
With donor restrictions	215,349	144,472
Total net assets	8,030,414	4,911,109
Total liabilities and net assets	<u>\$ 21,156,471</u>	<u>\$ 15,297,040</u>

See Notes to Consolidated Financial Statements

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# SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

#### CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED MAY 31, 2021 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor <u>Restrictions</u>	With Donor Restrictions	2021 <u>Totał</u>	2020 <u>Total</u>
REVENUES AND OTHER SUPPORT				
Government contracts	<b>\$</b> 14,451,497	\$ -	\$ 14,451,497	\$ 10,619,721
Program service fees	2,708,902	-	2,708,902	2,605,816
Rental income	1,657,741	-	1,657,741	1,165,032
Developer fee income	•	-	-	1,508
Support	465,614	136,024	601,638	593,610
Sponsorship	21,703	-	21,703	26,546
Interest income	1,402	-	1,402	9,224
Forgiveness of debt	518,501	-	518,501	79,338
Miscellaneous	239,096		239,096	148,113
In-kind contributions	65,414	<u> </u>	65,414	167,553
Total revenues and other support	20,129,870	136,024	20,265,894	15,416,461
NET ASSETS RELEASED FROM				
RESTRICTIONS	65,147	(65,147)		<u> </u>
Total revenues, other support, and			,	
net assets released from restrictions	20,195,017	70,877	20,265,894	<u>    15,416,461</u>
EXPENSES				
Program services				•
Home energy programs	5,559,497	-	5,559,497	5,153,989
Education and nutrition	2,629,099	-	2,629,099	2,687,612
Homeless programs	5,516,502	-	5,516,502	2,060,655
Housing services	2,913,953	-	2,913,953	2,433,660
Economic development services	621,784	-	621,784	737,663
Other programs	750,430	<u> </u>	750,430	775,342
Total program services	17,991,265	•	17,991,265	13,848,921
Supporting activities				
Management and general	1,948,672	<u> </u>	1,948,672	1,761,642
Total expenses	19,939,937	<u> </u>	19,939,937	15,610,563
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	255,080	70,877	325,957	(194,102)
LOSS ON SALE OF PROPERTY	-	-	-	(140)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(60,897)		(60,897)	(236)
CHANGE IN NET ASSETS	194,183	70,877	265,060	(194,478)
NET ASSETS, BEGINNING OF YEAR	4,766,637	144,472	4,911,109	5,105,587
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	2,854,245	<u> </u>	2,854,245	. <u> </u>
NET ASSETS, END OF YEAR	\$ 7,815,065	<u>\$ 215,349</u>	<u>\$ 8,030,414</u>	<u>\$ 4,911,109</u>
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See Notes to Consolidated Financial Statements

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#### SOUTHWESTERN COMMUNITY SERVICES. INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED MAY 31, 2021

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۰. ۲	– Home Energy <u>Programs</u>	Education and <u>Nutrition</u>	Homeless <u>Programs</u>	Housing <u>Services</u>	Economic Development <u>Services</u>	Other Programs	Total <u>Program</u>	Management and <u>General</u>	2021 <u>Totai</u>
Payroll Payroll taxes Employee banefits Retirement Advertising Bank charges	\$ 486,387 25,674 171,270 32,604 10	\$ 1,518,514 106,568 381,988 85,776 3,100	\$ 491,084 37,005 144,229 24,671 388 1,130	\$ 725,103 43,514 263,870 51,308 1,295 4,109	\$ 350,843 30,248 55,553 20,760 1,638	\$ 439,136 33,024 180,793 14,238 11	\$ 4,011,067 276,033 1,197,703 229,357 8,419 5,260	\$ 752,116 120,497 48,508 66,965 133 8,768	\$ 4,763,183 396,530 1,244,211 296,322 6,552 14,026
Computer cost Contractual Depreciation Dues/registration Duplicating	225 1,007.401 - - 69 5,539	28,110 12,804 26,438 2,290 8,160 15,035	12,051 42,954 117,987 - - 33,483	7,765 61,431 603,938 320 - -	16,171 680 543 15,298	48,737 7,620 - 6,690	64,322 1,174,007 755,963 3,153 8,229 134,126	183,132 59,518 153,192 8,619 4,588 43,490	247,454 1,233,525 909,155 11,772 12,817 177,616
Insurance Interest Meeting and conference Miscellaneous expense Equipment purchases	2,863 386	5,955 - 3,330	5,983 1,242	48,121 840 82,239 101,224 6,521	154 9,546	1,690 133 1,359	61,749 1,127 97,249 101,224 10,237	113,918 1,637 2,875 300 2,808	175,667 2,764 99,924 101,524 13,045
Office expense Postage Professional feas Staff development and training Subscriptions	19,084 300 1,050 3,406 - 2,429	17,479 368 1,327 3,106	60,872 128 3,300 185 20,692	11,834 37 38,627 2,488 98 18,872	2,568 348 - 614 - 2,299	749 - 1,185 - 1,117	112,586 1,179 42,977 9,185 98 48,515	49,579 31,999 81,034 17,341 2,767 47,535	162,165 33,178 124,011 26,526 2,865 96,050
Travel Vehicle Rent Space costs Direct client assistance	6,104 6,147 3,788,549	12,328 4,170 24,659 122,478 179,702 85,414	7,212 1,748 384,093 4,126,109	9,515 41,329 718,703 12,971	16,338 35,941 21,112 16,731 24,399	9,852 114 3,782	51,497 99,187 45,771 1,242,119 8,135,512 65,414	5,675 3,912 139,968	57, 172 103,099 45,771 1,382,087 8, 135,512 65,414
In-Kind expenses TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION Allocation of management and general expenses	5,559,497 602,181	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265 1,948,672	1,948,672	19,939,937
TOTAL FUNCTIONAL EXPENSES	<u>\$ 6,181,858</u>	<u>\$ 2,913,862</u>	\$ 8,114,008	<u>\$ 3,229,569</u>	<u>\$ 689,131</u>	<u>\$ 831,711</u>	<b>\$</b> 19,939,9 <u>37</u>	<u>s</u>	<u>\$ 19,939,937</u>

See Notes to Consolidated Financial Statements 5

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#### SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

· · ·	Home Energy <u>Programs</u>	Education and <u>Nutrition</u>	Homeless Programs	Kousing <u>Services</u>	Economic Development <u>Services</u>	Other Programs	Total <u>Program</u>	Manzgement and <u>and General</u>	2020 <u>Total</u>
Рауюя	\$ 467,456	\$ 1,374,787	\$ 335,905	\$ 735,214	\$ 435,177	\$ 424,014	\$ 3,772,553	\$ 731,826	\$ 4,504,379
Pavroli 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	21,015	13,973	214,094	64,115	278,209
Adventising	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	223,565
Contractual	778.055	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	683,252
Dues/registration	-	977	•	495	<sup>`</sup> 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	168,591
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 taxos	-	· •	•	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	1,898
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	38,849	9,696	91,820	8,202	100,022
Ront	-	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	<u> </u>	167,553	<u> </u>	<u> </u>	<u> </u>	<b>:</b>	167,553	<u> </u>	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE									
GENERAL AND MANAGEMENT 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)	<u> </u>
TOTAL FUNCTIONAL EXPENSES	<u>\$ 5,809,598</u>	\$ 3,029,488	\$ 2,322,779	\$ 2,743,232	<u>\$ 831,497</u>	<u>\$ 873,969</u>	<u>\$ 15,610,563</u>	<u>s</u>	<u>\$ 15,610,563</u>

See Notes to Consolidated Financial Statements 6

#### CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

		<u>2021</u>		<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$	265,060	\$	(194,478)
Adjustments to reconcile change in net assets to				
net cash from operating activities:				
Depreciation		909,155		663,252
Loss on disposal of property		-		140
Loss on investment in limited partnerships		60,897		236
Forgiveness of debt	1	(518,501)		(79,338)
Decrease (increase) in assets:				
Accounts receivable		(580,504)		42,337
Prepaid expenses		31,348		(5,446)
Interest receivable		-		45,547
Due from related parties		3,929		35
Security deposits		(2,242)		(6,771)
(Decrease) increase in liabilities:				(000 0 4 4)
Accounts payable		22,045		(230,941)
Accrued expenses		36,929		(32,597)
Accrued payroll and payroll taxes		15,609		(5,506)
Other current liabilities		(300)		10,414
Refundable advances		439,518	•	109,443
Interest payable				(49,547)
NET CASH PROVIDED BY OPERATING ACTIVITIES		682,943	_	266,780
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property		(432,400)		(136,174)
NET CASH USED IN INVESTING ACTIVITIES	•	(432,400)	.—	(136,174)
CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds from long term debt		85,000		36,679
Repayment of long term debt		(272,062)		(127,826)
Proceeds from Economic Injury Disaster Loan		150,000		-
Proceeds from Paycheck Protection Program		-		439,070
· · · · · · · · · · · · · · · · · · ·			-	
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<del></del>	(37,062)	_	347,923
NET INCREASE IN CASH AND RESTRICTED CASH		213,481		478,529
CASH AND RESTRICTED CASH, BEGINNING OF YEAR		2,210,050		1,731,521
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS		771,151		
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$</u>	3,194,682	<u>\$</u>	2,210,050

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See Notes to Consolidated Financial Statements

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# CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 175,005</u>	<u>\$ 165,929</u>
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVI	TIES	
Property financed by long term debt	<u>\$787,599</u>	<u>\$</u>
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	\$ 36,807	\$.
Land and buildings	3,382,003	-
Furniture and fixtures	624,491	•
Security deposits	33,781	•
Total transfer of assets from newly consolidated LPs	\$ 4,077,082	<u>\$</u>
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	\$ 57,865	\$-
Accrued expenses	46,122	•
Due to related parties	-	-
Long term debt	1,890,298	<u> </u>
Total transfer of liabilities from newly consolidated LPs	<u>\$ 1,994,285</u>	<u>\$</u>
Total partners' capital from newly consolidated LPs	\$ 2,853,948	\$-
Partners' capital previously recorded as investment in related parties	297	
Total transfer of partners' capital from newly consolidated LPs	<u>\$ 2,854,245</u>	<u>\$</u>

#### See Notes to Consolidated Financial Statements

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### <u>General</u>

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

# **Principles of Consolidation**

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc...
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1

# ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### **Basis of Accounting**

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

# **Basis of Presentation**

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

<u>Net assets without donor restrictions</u>: 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.

<u>Net assets with donor restrictions</u>: 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, 2021 and 2020, 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, 2020 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1

# ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# 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.

# <u>Estimates</u>

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>2021</u>	<u>2020</u>
Cash, operations Cash escrow and reserve funds		\$ 1,400,153 <u>809,897</u>
Total cash and restricted cash	<u>\$_3,194.682</u>	<u>\$ 2,210,050</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, 2021 and 2020. The Organization has no policy for charging interest on overdue accounts.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

### 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, 2021 and 2020, approximately 71% and 69%, respectively, 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, 2021 and 2020 totaled \$909,155 and \$663,252, respectively.

#### Advertising

The Organization expenses advertising costs as incurred.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2021 and 2020 tax returns totaling \$1,230,191 and \$1,135,222, 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 \$542 and \$555 at May 31, 2021 and 2020, respectively. These loss carryforwards totaling \$542 and \$555 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling \$59,861 and \$35,574 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Tax benefit from loss carryforwards Valuation allowance	\$2 <u>7</u> 1,025 (271,025)	\$246,404 <u>(246,404</u> )
Deferred tax asset	<u>\$</u>	<u>\$</u>

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

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

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# 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.

# **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.

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Revenue Recognition (continued)

### Program Service Revenue

Program service revenue is recognized as revenue when the services are performed.

# <u>Rental Revenue</u>

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

# Performance Obligations and Contract Assets and Liabilities

The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. There are no contract assets or liabilities for the years ended May 31, 2021 and 2020.

# New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective June 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

#### 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

## Functional Allocation of Expenses (continued)

The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2019 through May 31, 2022.

# NOTE 2 BANK LINE OF CREDIT

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2021 and 2020, the interest rate was 4%. There was no outstanding balance at May 31, 2021 and 2020.

# NOTE 3 LONG TERM DEBT

The long term debt at May 31, 2021 and 2020 consisted of the following:

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	<u>2021</u>	<u>2020</u>	
Street).	\$ 127,000	\$ 136,370	
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).	Ż7,589	29,589	•
5.25% note payable to a bank in monthly installments for principal and interest of \$988 through March 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (People's United Bank, Ashuelot).	. <b> </b>	9,652	
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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 3 LONG TERM DEBT (continued)

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).

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).

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).

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).

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). 242,708 244,505

376,066

2021

376,363

<u>2020</u>

112,702 130,230

2,134,970

2,175,749

460,000

460,000

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 3 LONG TERM DEBT (continued)

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, 2021 and 2020. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).

5.19% note payable to a bank in monthly installments for principal and interest of \$889 through May 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (TD Bank, 45 Central Street).

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).

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). 376,617

2021

389,578

2020

#### 88,433

75,000

100,000

45,000

60,000

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 3 LONG TERM DEBT (continued) 2021 2020 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). 311,808 328,219 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 moderateincome individuals for 20 years (CDBG, Keene Shelter). 326,899 9,500 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 7,815 a vehicle (Ally, Econoline Van). 12,637 6.54% note payable to a finance company in monthly installments for principal and interest of \$442 through November 2023. The note was paid in full during the year ended May 31, 2021. The note was secured by a vehicle (Ally, GMC Acadia). 15,903 2.99% note payable to a bank in monthly installments for principal and interest of \$820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street). 84,395

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 3 LONG TERM DEBT (continued)

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 moderateincome individuals for 20 years (CDBG, Elm Street Shelter).

Non-interest bearing note payable to the City of Keene, New Hampshire. The note expires in June 2022 and payment is not necessary unless the Organization defaults on contract. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).

Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of \$240,000 reduced to \$204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).

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).

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). 189,100

2021

2020

77,100

204,000

140,210

640,000 640,000

140,210

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 3 LONG TERM DEBT (continued)

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).

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).

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).

Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.

Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of \$1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage. .

2021

900,000

139,860

162,880

2020

900,000

228,934

228,934

287,710

289,996

### 353,561

365,474

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 3 LONG TERM DEBT (continued)

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.

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.

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).

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).

Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to lowincome 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). 436,974 441,872

2020

2021

237,173 2

237,173

46,978

79,609

43,450

85,028

150,000

150,000

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 3 LONG TERM DEBT (continued)

Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of \$3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).

Keene Highland - 30 year, zero interest, nonrecourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).

Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).

434,765

2021

2020

915,000

secured by land and buildings (Town Winchester).	of <u>500,000</u>	
<sup>'</sup> Total long-term debt before unamortized deferred financing costs	11,460,204	9,049,462
Unamortized deferred financing costs	(17,619)	<u>    (18,281)</u>
Less current portion due within one year	11,442,585 <u>142,174</u>	9,031,181 <u>125,324</u>
· · ·	<u>\$11.300,411</u>	<u>\$ 8.905.857</u>

The schedule of maturities of long term debt at May 31, 2021 is as follows:

Year Ending	
<u>May 31</u>	Amount
2022	<sup>/</sup> \$ 142,174
. 2023	142,488
2024	146,073
2025	151,449
2026	157,310
Thereafter	10,720,710
Total	<u>\$11,460,204</u>

23

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### 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 \$900 to \$3,625. Lease expense for the years ended May 31, 2021 and 2020 totaled \$148,143 and \$140,758, respectively.

Future minimum payments as of May 31, 2021 on the above leases are as follows:

Year Ending						
<u>May 31</u>	Amount					
2022	\$ 69,243					
2023	1,050					
2024	· 720					
2025	120					
Total	<u>\$71.133</u>					

### NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2021 and 2020, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$144,916 and \$141,970, 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 eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$11,927,000 and \$13,988,000 at May 31, 2021 and 2020, respectively.

Partnership real estate with a cost basis of approximately \$27,348,000 and \$35,896,000 at May 31, 2021 and 2020, respectively, provides collateral on these loans.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 6

### CONTINGENCIES (continued)

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, 2021 and 2020.

### NOTE 7 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2021 and 2020, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled \$228,239 and \$295,814, for the years ended May 31, 2021 and 2020, 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 \$55,138 and \$59,067 at May 31, 2021 and 2020, 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:

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20.00

| `                                                                                                                                                                                                                                                                                                                                                              | 2021                                                                                |           | 2020                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------|
| Cityside Housing Associates, LP<br>Marlborough Homes, LP<br>Payson Village Senior Housing Associates, LP<br>Railroad Square Senior Housing Associates, LP<br>Warwick Meadows Housing Associates, LP<br>Woodcrest Drive Housing Associates, LP<br>Westmill Senior Housing, LP<br>Keene Highland Housing Associates, LP<br>Alstead Senior Housing Associates, LP | \$<br>(9,509)<br>(43)<br>(12,524)<br>(2,247)<br>-<br>180,727<br>49<br>-<br>(18,452) | \$        | (9,505)<br>(27)<br>(12,514)<br>(2,071)<br>(28)<br>222,842<br>64<br>(269)<br>(18,441) |
|                                                                                                                                                                                                                                                                                                                                                                | \$<br>138,001                                                                       | <u>\$</u> | 180,051                                                                              |

25

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 8 EQUITY INVESTMENT (continued)

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2021 and 2020.

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, 2021 and 2020.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 13**), and therefore the limited partnerships are included in the consolidated financial statements for the year ended May 31, 2021.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2021 and 2020, consists of the following:

|                                              | <u>2021</u>         | <u>2020</u>       |
|----------------------------------------------|---------------------|-------------------|
| Total assets                                 | <u>\$    53,169</u> | <u>\$ 56,632</u>  |
| Total liabilities<br>Capital/Member's equity | 15,200<br>37,969    | 16,530<br>40,102  |
|                                              | <u>\$   53,169</u>  | <u>\$ 56,632</u>  |
| Income                                       | \$ 3,267            | \$` 3,408         |
| Expenses                                     | 4,719               | 4,707             |
| Net loss                                     | <u>\$ (1.452</u> )  | <u>\$ (1.299)</u> |

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### 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 \$296,322 and \$278,209 for the years ended May 31, 2021 and 2020, respectively.

### NOTE 10 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

| -                                                                                        |           | <u>2021</u>                                 | <u>2020</u> |                                    |  |
|------------------------------------------------------------------------------------------|-----------|---------------------------------------------|-------------|------------------------------------|--|
| NNECAC – Annual Conference Fund<br>GAPS/Warm Fund<br>Transport<br>HS Parents Association | \$<br>    | 16,646<br>101,736<br>90,000<br><u>6,967</u> | \$          | 4,814<br>91,725<br>40,000<br>7,933 |  |
| Total net assets with donor restrictions                                                 | <u>\$</u> | <u>215,349</u>                              | <u>\$</u>   | 144.472                            |  |

# NOTE 11 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was \$12,790 and \$14,888 designated by the board at May 31, 2021 and 2020, respectively.

### NOTE 12 FORGIVENESS OF DEBT

During the years ended May 31, 2021 and 2020, 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 \$79,431 and \$79,338 for the years ended May 31, 2021 and 2020, respectively.

The Organization recognized forgiveness of debt of \$439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 15**.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 13 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick 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 partnerships at the date of acquisition:

|                                                                             | Keene<br><u>Highland</u>                               | Warwick                                              |
|-----------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------|
| Date of Transfer                                                            | 07/01/2020                                             | 01/01/2021                                           |
| Cash<br>Security deposits<br>Cash reserves<br>Property, net<br>Other assets | \$ 156,907<br>21,321<br>391,456<br>2,769,245<br>25,946 | \$68,061<br>12,460<br>154,727<br>1,237,249<br>10,861 |
| Total assets                                                                | 3,364,875                                              | 1,483,358                                            |
| Notes payable<br>Other liabilities                                          | 1,372,220<br>85,048                                    | 518,078<br><u>18,939</u>                             |
| Total liabilities                                                           | 1,457,268                                              | 537,017                                              |
| Partners' capital                                                           | 1,907,607                                              | 946,341                                              |
| Partners' capital previously recorded as an investment in related parties   | 269                                                    | 28                                                   |
| Partners' capital transferred                                               | <u>\$_1.907.876</u>                                    | <u>\$ 946,369</u>                                    |

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

## NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2021 and 2020:

|                                                                                        | <u>2021</u>         | 2020                |
|----------------------------------------------------------------------------------------|---------------------|---------------------|
| Financial assets at year end:                                                          |                     |                     |
| Cash and cash equivalents                                                              | \$ 1,722,941        | \$ 1,400,153        |
| Accounts receivable                                                                    | 1,781,636           | 1,201,132           |
| Due from related party                                                                 | 55,138              | 59,067              |
| Notes receivable                                                                       | 2,357               | 2,357               |
| Cash escrow and reserve funds                                                          | 1,471,741           | 809,897             |
| Total financial assets                                                                 | 5,033,813           | 3,472,606           |
| Less amounts not available to be used within one year:                                 |                     |                     |
| Due from related party                                                                 | (55,138)            | (59,067)            |
| Notes receivable                                                                       | (2,357)             | · · · /             |
| Reserve funds                                                                          | (1,471,741)         | · · · ·             |
| Total amounts not available within one year                                            | (1,529,236)         | (871,321)           |
| Financial assets available to meet general<br>expenditures over the next twelve months | <u>\$ 3.504.577</u> | <u>\$ 2.601.285</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 \$1,559,000 and \$1,215,000 at May 31, 2021 and 2020, 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 did 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 ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling \$439,070 has been recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 16 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of \$150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for one year from the date of the note. Installments, including principal and interest, of \$641 monthly begin in June 2021. The balance of principal and interest will be payable in May 2050. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2021 were as follows:

| Year Ending   |            |
|---------------|------------|
| <u>May 31</u> | Amount     |
| 2022          | \$ 3,201   |
| 2023          | 3,585      |
| 2024 🔍        | 3,685      |
| 2025          | 3,788      |
| 2026          | 3,893      |
| Thereafter    | <u> </u>   |
|               |            |
|               | \$ 150,000 |

### NOTE 17 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 18 OTHER EVENTS

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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 19 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 the statement of financial position date, and the statement of the evidence about conditions that 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 22, 2021, the date the financial statements were available to be issued.

### SOUTHWESTERN COMMUNITY SERVICES. INC. AND RELATED COMPANIES

1

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES FOR THE YEAR ENDED MAY 31, 2021

|                                               |                     | Education           |                      |                     | Economic                                |                   |                      | Management          |                      |
|-----------------------------------------------|---------------------|---------------------|----------------------|---------------------|-----------------------------------------|-------------------|----------------------|---------------------|----------------------|
|                                               | Home Energy         | and                 | Homeless             | Housing             | Development                             | Other             | Total                | and                 | 2021                 |
|                                               | Programs            | Nutrition           | Programs             | Services            | Services                                | Programs          | Program              | General             | Total                |
| REVENUES                                      |                     |                     |                      |                     |                                         |                   |                      |                     | <u></u>              |
|                                               | •                   |                     |                      |                     |                                         |                   |                      |                     |                      |
| Government contracts                          | \$ 4,633,049        | \$ 3,125,051        | \$ 5,267,961         | \$ 4,060            | <b>\$</b> 795,997                       | <b>S</b> -        | \$ 13,826,118        | \$ 625,379          | \$ 14,451,497        |
| Program service fees                          | 1,028,348           | -                   | 56,851               | 846,971             | · •                                     | 776,732           | 2,708,902            | -                   | 2,708,902            |
| Rental income                                 | -                   | -                   | 90,984               | 1,566,630           |                                         | 127               | 1,657,741            | -                   | 1,657,741            |
| Support                                       | 55,162              | 9,969               | 242,175              | •                   | 180,072                                 | 114,194           | 601.572              | 66                  | 601,638              |
| Sponsorship                                   | •                   |                     |                      | -                   | · · ·                                   | 21,703            | 21,703               |                     | 21,703               |
| Interest income                               | 13                  | 11                  | 198                  | 388                 | 22                                      | 35                | 667                  | 735                 | 1,402                |
| Forgiveness of debt                           | -                   | -                   | 56,411               | 23.020              |                                         |                   | 79,431               | 439,070             | 518,501              |
| Miscellaneous                                 | 1,947               | 3,908               | 4,613                | 119,379             | 25                                      | 39,362            | 169,234              | 69,862              | 239,096              |
| In-kind contributions                         |                     | 65,414              | 4,010                | 110,018             | -                                       | 58,502            | 65,414               | 09,002              | 65,414               |
| Total                                         |                     |                     |                      |                     |                                         |                   |                      |                     |                      |
| Total revenues and other support              | <u>\$.5,718,519</u> | <u>\$.3,204,353</u> | <u>\$ 5,719,193</u>  | <u>\$ 2,560,448</u> | <u>\$ 976,116</u>                       | <u>\$ 952,153</u> | <u>\$ 19.130.782</u> | <u>\$ 1.135.112</u> | <u>\$ 20,265,894</u> |
| EXPENSES                                      |                     | 1                   |                      |                     |                                         |                   |                      |                     |                      |
| Payroll                                       | \$ 486,387          | \$ 1,518,514        | \$ 491,084           | \$ 725,103          | \$ 350,843                              | \$ 439,136        | 5 4.011.067          | \$ 752,116          | \$ 4,763,183         |
| Payroll taxes                                 | 25,874              | 106,568             | 37,005               | 43.514              | 30,248                                  | 33,024            | 276,033              | 120,497             | 396,530              |
| Employee benefits                             | 171,270             | 381,958             | 144,229              | 263,870             | 55,553                                  | 180,793           | 1,197,703            | 46,508              | 1,244,211            |
| Retirement                                    | 32,604              | 85.776              | 24,671               | 51,308              | 20,760                                  | 14,238            | 229,357              | 66,965              | 296,322              |
| Advertising                                   |                     | 3,100               | 386                  | 1,295               | 1,638                                   |                   | 6,419                | 133                 | 6,552                |
| Bank charges                                  | 10                  | -                   | 1,130                | 4,109               | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 11                | 5,260                | 8,766               | 14,026               |
| Computer cost                                 | 225                 | 28,110              | 12,051               | 7,765               | 18,171                                  |                   | 64,322               | 183,132             |                      |
| Contractual                                   | 1,007,401           | 12,804              | 42,954               | 61,431              | 680                                     | 48,737            | 1,174,007            | 59,518              | 247,454              |
| Depreciation                                  |                     | 26,438              | 117,967              | 603,938             | 000                                     | 7,620             |                      |                     | 1,233,525            |
| Dues/registration                             | _                   | 2,290               | 117,007              | 320                 | 543                                     | 1,020             | 755,963              | 153,192             | 909,155              |
| Duplicating                                   | 69                  | 8,160               | -                    | 320                 | 04.5                                    | •                 | 3,153                | 8,619               | 11,772               |
| Insurance                                     | 5,539               | 15,035              | 33,483               | 57,881              | 46 200                                  | -                 | 8,229                | 4,588               | 12,817               |
| Interest                                      | 0,000               | 5,955               | 5,983                | 48,121              | 15,298                                  | 6,890             | 134,126              | 43,490              | 177.616              |
| Meeting and conference                        |                     | 2,300               | 0,900                |                     |                                         | 1,690             | 61,749               | 113,918             | 175,667              |
| Miscellaneous expense                         | 2.863               | •                   | 1,242                | 840<br>82,239       | 154                                     | 133               | 1 127                | 1,637               | 2,764                |
| Miscellaneous taxes                           | 2,000               | -                   | 1,242                | 101,224             | 9,548                                   | 1,359             | 97,249               | 2,675               | 99,924               |
| Equipment purchases                           | 386                 | 3,330               | · -                  |                     | -                                       | •                 | 101,224              | 300                 | 101,524              |
| Office expense                                | 19,084              | 17,479              |                      | 6,521               |                                         |                   | 10,237               | 2,808               | 13,045               |
| Postage                                       | 300                 |                     | 60,872               | 11,834              | 2,568                                   | 749               | 112,586              | 49,579              | 162,165              |
| Professional fees                             |                     | 368                 | 126                  | 37                  | 348                                     | -                 | 1,179                | 31,999              | 33,178               |
| Staff development and training                | 1,050<br>3,406      | 4 222               | 3,300                | 38,627              |                                         |                   | 42,977               | 81,034              | 124.011              |
| Subscriptions                                 | 3,400               | 1,327               | 165                  | 2,488               | 614                                     | 1,185             | 9,185                | 17,341              | 26,526               |
| Telephone                                     | 2.429               | 3,106               |                      | 98                  | · · · · ·                               | •                 | 98                   | 2,767               | 2,865                |
| Travel                                        | 6,104               |                     | 20,692               | 18,872              | 2,299                                   | 1,117             | 48,515               | 47,535              | 96,050               |
| Vehicle                                       | 6,147               | 12,328              | 7,212                | 9,515               | 16,338                                  | :                 | 51,497               | 5,675               | 57,172               |
| Rent                                          | 0,147               | 4,170<br>24,659     | 1,748                | 41,329              | 35,941                                  | 9,852             | 99,187               | 3,912               | 103,099              |
| Space costs                                   | -                   | 122,478             | 204 000              | -                   | 21,112                                  | ·                 | 45,771               | •                   | 45,771               |
| Direct client assistance                      | 3,788,549           | 179,702             | 384,093<br>4,126,109 | 718,703             | 16,731                                  | 114               | 1,242,119            | 139,968             | 1,382,087            |
| In-kind expenses                              | 3,700,348           | 65,414              | 4,120,109            | 12,971              | 24,399                                  | 3,782             | 8,135,512            | •                   | 8,135,512            |
| · · · ·                                       |                     | 00,414              |                      |                     | <del>`</del>                            | <del>_</del>      | 65,414               | <u> </u>            | 65,414               |
| TOTAL FUNCTIONAL EXPENSES BEFORE              |                     |                     |                      |                     |                                         |                   |                      |                     |                      |
| MANAGEMENT AND GENERAL ALLOCATION             | 5,559,497           | 2,629,099           | 5,516,502            | 2,913,953           | 621,784                                 | 750,430           | 17,991,265           | 1,948,672           | 19,939,937           |
| Allocation of management and general expenses | 602,161             | 284,763             | 597,504              | 315,618             | 67,347                                  | 81,281            | 1,948,672            | (1,948,672)         | <u>-</u>             |
| TOTAL FUNCTIONAL EXPENSES                     | <u>\$ 6,161,658</u> | <u>\$ 2,913,862</u> | \$ 6,114,006         | \$ 3,229,569        | \$ 689,131                              | <u>\$ 831,711</u> | \$ 19,939,937        | <u>s</u>            | <u>\$ 19,939,937</u> |

### See Independent Auditors' Report

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### SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES FOR THE YEAR ENDED MAY 31, 2020

|                                                                       |                     | Education           |                     |                     | Economic          |                   |                      |                   |                      |
|-----------------------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------|-------------------|----------------------|-------------------|----------------------|
|                                                                       | Home Energy         | and                 | Homeless            | Housing             | Development       | Other             | Total                | Management        | 2020                 |
|                                                                       | Programs            | Nutrition           | Programs            | Services            | Services          | Programs          | Program              | and General       | <u>Total</u>         |
| REVENUES                                                              |                     |                     |                     |                     |                   |                   |                      |                   |                      |
| Government contracts                                                  | \$ 4,518,118        | \$ 3,020,857        | <b>\$</b> 1,759,258 | \$ 21,581           | \$ 797,710        | \$ 33,809         | \$ 10,151,333        | \$ 468.388        | \$ 10,619,721        |
| Program service fee                                                   | 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           | 3,400             |                   | 1,165,032            | 0,004             | 1,165,032            |
| Developer fee income                                                  |                     |                     | 01,520              | 1,508               | •                 | -                 | 1,508                | -                 | 1,508                |
| Support                                                               | . 81,387            | 36,421              | 219,105             | 1,000               | 114,117           | 114.844           | 565,874              | 27,736            | 593,610              |
| Spansorship                                                           | . 01,307            | 6,809               | 213,100             | •                   | 119,117           | 19,737            | 26,546               | 21,130            | 26,546               |
| Interest income                                                       | 12                  | 17                  | 1.382               | 2,559               | 35                | 10,737            | 4.016                | 5,208             | 9,224                |
| Forgiveness of debt                                                   | 12                  |                     | -                   | •                   |                   |                   |                      | 5,200             |                      |
| -                                                                     |                     |                     | 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                                                 | <u> </u>            | 167,553             | <u> </u>            | <u> </u>            |                   | <u>*</u>          | 167,553              | <u> </u>          | 187,553              |
| Total revenues                                                        | <u>\$ 5.434.831</u> | <u>\$ 3.235.038</u> | <u>\$ 2.221.355</u> | <u>\$ 2.179.649</u> | <u>\$ 934,818</u> | <u>\$ 875.548</u> | <u>\$14,681,239</u>  | <u>\$ 535.222</u> | <u>\$ 15.416.461</u> |
| EXPENSES                                                              |                     |                     |                     |                     |                   |                   |                      |                   |                      |
| Payroll                                                               | \$ 467,456          | \$ 1,374,787        | \$ 335,905          | \$ 735,214          | \$ 435,177        | \$ 424,014        | \$ 3,772,553         | \$ 731,826        | \$ 4,504,379         |
| Payroli 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               | 168,243           | 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             | -                 | 10,013            | 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                                                             | 6,687               | 13,010              | 24,560              | 58,680              | 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                                                          | 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             | 1,168             | 44,179               | 41,601            | 85,780               |
| Travel                                                                | 6,792               | 16,310              | 12,602              | 7,545               | 30,585            | 15                | 73,849               | 3,031             | 78,680               |
| 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                                                      | <u> </u>            | 167,553             | <i>`</i>            | <u> </u>            | <del>;</del>      | <u> </u>          | 167,553              | <u> </u>          | 167,553              |
| TOTAL FUNCTIONAL EXPENSES BEFORE<br>GENERAL AND MANAGEMENT ALLOCATION | 5,153,989           | 2,687,612           | 2,060,655           | 2,433,680           | 737,663           | 775,342           | 13,848,921           | 1,761,642         | 15,610,563           |
|                                                                       |                     |                     |                     |                     |                   |                   |                      |                   | 15,010,303           |
| Allocation of management and general expenses                         | 655,609             | 341,876             | 262,124             | 309,572             | 93,834            | 98,627            | 1,761,642            | (1,761,642)       | <u> </u>             |
| TOTAL FUNCTIONAL EXPENSES                                             | \$ 5,809,598        | \$ 3,029,488        | <u>\$ 2,322,779</u> | <u>\$ 2,743,232</u> | <u>\$ 831,497</u> | \$ 873,969        | <u>\$ 15,610,563</u> | <u>s</u> .        | <u>\$ 15,610,563</u> |

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See Independent Auditors' Report

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### SOUTHWESTERN COMMUNITY SERVICES. INC.

### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

| FEDERAL GRANTOR                                                                                                                                                                                                             | ASSISTANCE<br>LISTING<br>NUMBER | PASS-THROUGH<br><u>GRANTOR'S NAME</u>                                                                                                                 | GRANTOR'S NUMBER                                                                                                  |                                   | ERAL<br><u>DITURE</u>                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------|
| U.S. Department of Agriculture<br>Special Supplemental Nutrition Program for<br>Women, Infants, and Children (WIC)<br>Child and Adult Care Food Program<br>Food Distribution Cluster<br>Commodity Supplemental Food Program | 10.557<br>10.558<br>10.565      | State of NH, Department of Health & Human Services<br>State of NH, Department of Education                                                            | 010-090-52600000-102-500734<br>Unknown                                                                            |                                   | <b>5</b> 325,849<br>165,379                   |
| Commodity Supplemental Food Program (Food Commodities)                                                                                                                                                                      | 10.565                          | State of NH, Department of Health & Human Services<br>Community Action Program Belknap-Merrimack Counties                                             | 010-090-52600000-102-500734<br>Unknown                                                                            | \$ 2,400<br>202,800               | 205,200                                       |
| Total U.S. Department of Agriculture                                                                                                                                                                                        |                                 |                                                                                                                                                       |                                                                                                                   |                                   | <u>\$ 696,428</u>                             |
| U.S. Department of Housing and Urban Development<br>Emergency Solutions Grant Program<br>COVID-19 Emergency Solutions Grant Program                                                                                         | 14.231<br>14.231                | State of NH, DHHS, Bureau of Homeless & Housing<br>State of NH, DHHS, Bureau of Homeless & Housing                                                    | 05-95-95-958310-717600000-102-50731<br>05-95-42-423010-79270000                                                   | \$ 142,269<br>86,100              | \$228,369                                     |
| Supportive Housing Program<br>Shelter Plus Care<br>Continuum of Care Program                                                                                                                                                | 14.235<br>14.238<br>14.267      | State of NH, DHHS, Bureau of Homeless & Housing<br>State of NH, DHHS, Bureau of Homeless & Housing<br>State of NH, DHHS, Bureau of Homeless & Housing | 05-95-95-958310-717600000-102-50731<br>05-95-95-958310-717600000-102-50731<br>05-95-95-958310-717600000-102-50731 |                                   | 116,879<br>309,035<br>371,328                 |
| Total U.S. Department of Housing and Urban Development                                                                                                                                                                      |                                 |                                                                                                                                                       |                                                                                                                   |                                   | <u>\$ 1,025,611</u>                           |
| U.S. Department of Labor<br>WIOA Cluster<br>WIOA Adult Program<br>WIOA Dislocated Worker Formula Grants                                                                                                                     | 17.258<br>17.278                | Southern NH Services<br>Southern NH Services                                                                                                          | Unknown<br>Unknown                                                                                                | \$                                | <u>\$ 46,708</u>                              |
| Total U.S. Department of Labor/WIOA Cluster                                                                                                                                                                                 |                                 |                                                                                                                                                       |                                                                                                                   |                                   | <u>\$ 46,708</u>                              |
| U.S. Department of Transportation Federal Transit Administration Formula Grants for Rural Areas                                                                                                                             | <u>on (FTA)</u><br>20.509       | State of NH, Department of Transportation                                                                                                             | 04- <del>96-96-964</del> 010-2916                                                                                 |                                   | <b>\$</b> 481,482                             |
| Transit Services Programs Cluster<br>Enhanced Mobility of Seniors and Individuals with Disabilities                                                                                                                         | 20.513                          | State of NH, Department of Transportation                                                                                                             | 04- <del>96-96-964</del> 010-2916                                                                                 |                                   | 50,512                                        |
| Total U.S. Department of Transportation Federal Transit Administration                                                                                                                                                      | ration (FTA)                    | ·                                                                                                                                                     |                                                                                                                   |                                   | <u>\$                                    </u> |
| U.S. Department of Treasury                                                                                                                                                                                                 | ,                               | State of NH, DHHS, Division of Economic & Housing                                                                                                     |                                                                                                                   |                                   |                                               |
| Coronavirus Relief Fund<br>Coronavirus Relief Fund<br>Coronavirus Relief Fund                                                                                                                                               | 21.019<br>21.019<br>21.019      | Stability<br>New Hampshire Housing<br>New Hampshire Housing                                                                                           | SS-2021-BHS-03-HOUSI-04<br>Shelter Decompression<br>Shelter Decompression                                         | \$ 2,210,738<br>127,814<br>51,625 |                                               |
| Coronavirus Relief Fund                                                                                                                                                                                                     | 21.019                          | Monadnock Developmental Services, Inc.                                                                                                                | Long Term Care Stabilization Program                                                                              | 58,050                            | <u>\$2,448,227</u>                            |

See Notes to Schedule of Expenditures of Federal Awards

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### SOUTHWESTERN COMMUNITY SERVICES. INC.

### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

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| FEDERAL GRANTOR/<br>PASS-THROUGH GRANTOR/PROGRAM TITLE                                                                                                                 | ASSISTANCE<br>LISTING<br><u>NUMBER</u> | PASS-THROUGH<br>GRANTOR'S NAME                                                                                                           | GRANTOR'S NUMBER                                                   | FEDI<br><u>EXPEN</u> |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|----------------------|---------------------|
| U.S. Department of Treasury (continued)<br>Emergency Rental Assistance Program                                                                                         | 21.023                                 | New Hampshire Housing                                                                                                                    |                                                                    | ·                    | <u>\$ 1,184,928</u> |
| Total U.S. Department of Treasury                                                                                                                                      |                                        |                                                                                                                                          |                                                                    |                      | <u>\$ 3,633,155</u> |
| U.S. Small Business Administration<br>Disaster Assistance Loans                                                                                                        | 59.008                                 | Direct Award                                                                                                                             | EIDL #1272708008                                                   |                      | <u>\$150,000</u>    |
| Total U.S. Small Business Administration                                                                                                                               |                                        |                                                                                                                                          |                                                                    |                      | \$ 150,000          |
| <u>U.S. Department of Energy</u><br>Weatherization Assistance for Low-Income Persons                                                                                   | 81,042                                 | State of NH, Office of Energy & Planning                                                                                                 | 01-02-024010-7706-074-500587                                       |                      | <u>\$257,105</u>    |
| Total U.S. Department of Energy                                                                                                                                        |                                        |                                                                                                                                          |                                                                    |                      | <u>\$257,105</u>    |
| U.S. Department of Health & Human Services<br>Aging Cluster<br>Special Programs for the Aging, Title III, Part B,<br>Grants for Supportive Services and Senior Centers | 93.044                                 | -<br>State of NH, Office of Energy & Planning                                                                                            | {<br>01-02-024010-7708-074-500587                                  | <b>5</b> 4,867       | -                   |
| Special Programs for the Aging, Title III, Part B,<br>Grants for Supportive Services and Senior Centers                                                                | 93,044                                 | State of NH, DHHS, Bureau of Elderty & Adult Services                                                                                    | 05-95-48-481010-7872                                               | 37,929               | <u>\$ 42,796</u>    |
| TANF Cluster<br>Temporary Assistance for Needy Familles                                                                                                                | 93.558                                 | Southern NH Services                                                                                                                     | Unknown                                                            |                      | 138,773             |
| Low Income Home Energy Assistance (Fuel Assistance)<br>Low Income Home Energy Assistance (BWP)                                                                         | 93.568<br>93.568                       | State of NH, Office of Energy & Planning<br>State of NH, Office of Energy & Planning<br>State of NH, DHHS, Administration for Children & | 01-02-02-024010-77050000-500587<br>01-02-02-024010-77050000-500587 | 4,163,409<br>158,764 |                     |
| COVID-19 Low Income Home Energy Assistance                                                                                                                             | 93.568                                 | Familes, Office of Community Services                                                                                                    | Grant #2001NHE5C3                                                  | 40,746               | 4,362,919           |
| Community Services Block Grant                                                                                                                                         | 93.569                                 | State of NH, DHHS, Div. of Family Assistance<br>State of NH, DHHS, Division of Economic & Housing                                        | 500731                                                             | 367,841              |                     |
| COVID-19 Community Services Block Grant                                                                                                                                | 93,569                                 | Stability                                                                                                                                | 500731                                                             | 234,886              | 602,727             |
| Community Services Block Grant - Discretionary                                                                                                                         | 93.570                                 | State of NH, DHHS, Div. of Family Assistance                                                                                             | `                                                                  |                      | 22,652              |

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See Notes to Schedule of Expenditures of Federal Awards

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### SOUTHWESTERN COMMUNITY SERVICES, INC.

### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

| FEDERAL GRANTOR/<br>PASS-THROUGH GRANTOR/PROGRAM TITLE                                                            | ASSISTANCE<br>LISTING<br><u>NUMBER</u> | PASS-THROUGH<br>GRANTOR'S NAME              | GRANTOR'S NUMBER         | FEDE<br><u>EXPENI</u>        |                                          |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------|--------------------------|------------------------------|------------------------------------------|
| U.S. Department of Health & Human Services (continued)<br>Head Start Cluster<br>Head Start<br>COVID-19 Head Start | 93.600<br>93.600                       | Direct Funding<br>Direct Funding            | 01CH011494<br>01HE000388 | \$      2,401.431<br>131,202 | <u>\$2,532,633</u>                       |
| Total U.S. Department of Health & Human Services                                                                  |                                        |                                             |                          |                              | <u>\$ 7,702,500</u>                      |
| U.S. Department of Homeland Security<br>Emergency Food and Shelter National Board Program                         | 97.024                                 | State of NH; DHHS, Office of Human Services | Unknown                  |                              | <u>\$ 11,008</u>                         |
| Total U.S. Department of Homeland Security                                                                        |                                        |                                             | ~                        |                              | <u>\$ 11,008</u><br><u>\$ 14,054,509</u> |

See Notes to Schedule of Expenditures of Federal Awards

# SOUTHWESTERN COMMUNITY SERVICES, INC.

# NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

# 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, 2021. 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, 2021.

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CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO • NORTH CONWAY DOVER • CONCORD

STRATHAM

# SOUTHWESTERN COMMUNITY SERVICES, 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 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, 2021, and the related consolidated statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 22, 2021.

### 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.

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October 22, 2021 Wolfeboro, New Hampshire



PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

### SOUTHWESTERN COMMUNITY SERVICES, 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 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, 2021. 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, 2021.

# 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 ón 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 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 is a deficiency or 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.

Seone MiDommell & Rokuts Piolissional association

October 22, 2021 Wolfeboro, New Hampshire

### SOUTHWESTERN COMMUNITY SERVICES, INC.

# SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED MAY 31, 2021

# 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).
- The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Community Services Block Grant, 93.569, and Head Start, 93.600; and U.S. Department of Treasury; Coronavirus Relief Fund, 21.019, and Emergency Rental Assistance Program, 21.023;
- 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.

# SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED MAY 31, 2021

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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, 2020.

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Southwestern Community Services, Inc. Board of Directors - 2022 Composition

|                  | CHESHIRE COUNTY                                                            |                                                                                                   |
|------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| `<br>Constituent | <b>Ron Nason</b><br>SCS Tenant                                             | <b>Mary Lou Huffling</b><br>Fall Mountain Emergency Food<br>Shelf<br>Alstead Friendly Meals       |
| Sector           | <b>Brianna Trombi</b><br>Had Start Policy Council<br>Parent Representative | Anne Beattie<br>Newport Service Organization                                                      |
| Private          | <b>Kevin Watterson, Chair</b><br>Clarke Companies ( <i>retired</i> )       | <b>David Edkins</b><br>Town of Walpole                                                            |
| Sector           | <b>Dominic Perkins</b><br>Savings Bank of Walpole                          | <b>Kerry Belknap Morris, M.Ed.</b><br>Early Childhood Education<br>River Valley Community College |
| Public<br>Sector | <b>Jay Kahn</b><br>State Senator, District 10                              | <b>Derek Ferland</b><br>Sullivan County Manager                                                   |
| JULITON .        | Open                                                                       | Open<br>,                                                                                         |

### Lore DeForest

O TABLE OF

Certification: Paraeducator II

Education:

Keene High School - 2006-2010

• Graduated

River Valley Community College 2010-2012

• General Education program, earned credits in Sign Language I, Human Development, Psychology, College Composition and Humanities

Southern New Hampshire University 2016-2017

 Human Services Earned 51 college credits

Experience:

• Ensure the safety of all residents by implementing, monitoring and enforcing the rules and regulations of communal living and overseeing the maintence of the buildings and grounds. Provide temporary shelter services and appropriate supportive housing for homeless indoviduals and/or families, develop progrmas and resources and formulate housing stablization plans that promote moving towards permanent housing and self-sufficiency.

Southwestern Community Services Coordinated Entry Manager September 2020- Present 63 Community Way Keene, NH 03431 603-352-7512

- Assist individuals in finding shelter and permanent housing
- Referrals to community partners
- Maintian client entries in the Homeless Management Information System
- Collaborate with community partners to expedite positive housing goals for clients

Wheelock Preschool/ Jonathan Daniels Preschool 2011-2018 24 Adam Street Keene, NH 03431 603-352-2244

- Job responsibilities include: working one on one with special needs children and typical children ages 3-5 and working closely with staff in classroom
- Completed trainings with Applied Behavior Analyst and Speech Pathologist

Monadnock Developmental Services- 2014-2017 121 Railroad Street Keene, NH 03431 603-352-1304

• Worked as a respite care worker in the home and as a Direct Support Professional

Children's Learning Center – Dartmouth Hitchcock Keene November 2011- June 2012 580 Court Street Keene, NH 03431

603-354-5437

• Experience working with children ages 1-3 in a classroom environment as well as working closely with the lead teacher

Big Brothers Big Sisters 2009-2011 68 Castle Street Keene, NH 03431 603-352-9536

- Matched with little brother for two years. We spent time playing games, walking trails behind his school, and assisting him with homework
- Supervised five site based matches at Wheelock school one hour per week.
- Supervised three site based matches at Winchester school one hour per week

References:

Pamela Towne- Former Co-worker- OT/PT 603-209-3678

Courtney Fisk- Former Co-Worker- Assistant Teacher 603-236-9445

Diane Abbate- Former Co-Worker- SLP 603-499-3451

\* Letters of reccomendation from references available upon request

# Lori A. Hathaway

Keene, New Hampshire 03431

Alle and an and an other Deres Services

### 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

# CRAIG A. HENDERSON

### 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                            | •         |
|   |     | Kccne State College                            |           |
|   |     | Keene, NH 03435                                |           |
|   | •   |                                                |           |

### **EMPLOYMENT HISTORY**

### Henderson & Bosley Property Management President

- 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

Director of Housing Stabilization Services

- 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

### Assistant Director of Housing Stabilization Services

- Monitor quality of services, operation of assigned programs, facilities, and staff.
- Process and certify tenant/client applications for all Supportive Housing Programs; facilitate movein 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** Real Estate Sales Associate

1/02-3/04 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

8/02-Present Keene, NH

05/16-Present Keene, NH

10/07-05/16 Keene, NH

Vision Appraisal Lechnology Data Collector

Customer Service Supervisor

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

### Monadact

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 - Coordinated Entry Program

| Name            | Job Title                                   | Salary      | % Paid from<br>this Contract | Amount Paid from<br>this Contract |
|-----------------|---------------------------------------------|-------------|------------------------------|-----------------------------------|
| Lore DeForest   | Coordinated Entry Program Manager           | \$36,920    | 100%                         | \$36,920                          |
| Lori Hathaway   | Data Specialist/Administrative<br>Assistant | \$33,280    | 2%                           | \$665.60                          |
| Craig Henderson | Director - HSS                              | \$51,043.20 | 5%                           | \$2,552.16                        |



STATE OF NEW HAMPSHIRE

### DEPARTMENT OF HEALTH AND HUMAN SERVICES

### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Christine L. Santanicilo Director 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.dhbs.nh.gov

### June 15, 2021

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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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval, 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

| Vendor Name & Code                                                                  | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount | Current<br>Completion<br>Date | Revised<br>Completion<br>Date |
|-------------------------------------------------------------------------------------|-------------|-------------------|------------------------|-------------------|-------------------------------|-------------------------------|
| Community Action<br>Partnership<br>Strafford County,<br>Dover, NH                   | Statewide   | \$77,048          | \$38,524               | \$115,572         | June 30,<br>2021              | June 30,<br>2022              |
| #177200-B004                                                                        |             |                   |                        |                   |                               |                               |
| Community Action<br>Program Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | Statewide - | \$173,444         | \$86,722               | \$260,168         | June 30,<br>2021              | June 30,<br>2022              |
| #177203-B003                                                                        | ] ]         |                   |                        |                   |                               |                               |
| FIT/NHNH, Inc.,<br>Manchester, NH<br>#157730-B001                                   | Concord     | \$308,452         | \$219,915              | \$528,367         | August 31,<br>2021            | August 31,<br>2022            |
| FIT/NHNH, Inc.,<br>Manchester, NH<br>#157730-B001                                   | Concord     | \$137,170         | \$68,585               | <b>\$205,75</b> 5 | June 30.<br>2021              | June 30,<br>2022              |

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

## His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

|                                                                                           | Total:                                      | \$3,848,823 | \$2,335,227 | \$6,184,050 |                    |                    |
|-------------------------------------------------------------------------------------------|---------------------------------------------|-------------|-------------|-------------|--------------------|--------------------|
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-B009             | Grafton,<br>Coos, &<br>Carroll<br>Countles  | \$178,638   | \$90,399    | \$269,037   | June 30,<br>2021   | June 30,<br>2022   |
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-B009             | Statewide                                   | \$261,644   | \$130,822   | \$392,466   | June 30,<br>2021   | June 30,<br>2022   |
| The Mental Health<br>Center for<br>Southern New<br>Hampshire<br>Derry, NH<br>#174116-R001 | Western<br>Rockingham<br>& Coos<br>Counties | \$979,973   | \$758,031   | \$1,738,004 | July 31,<br>2021   | July 31,<br>2022   |
| The Mental Health<br>Center for Southern<br>New Hampshire<br>Derry, NH<br>#174116-R001    | Westem<br>Rockingham<br>County              | \$540,894   | \$286,119   | \$827,013   | June 30,<br>2021   | June 30,<br>2022   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$570,368   | \$292,036   | \$862,404   | June 30,<br>2021   | June 30.<br>2022   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Statewide                                   | \$173,104   | \$86,552    | \$259,656   | June 30,<br>2021   | June 30,<br>2022   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$248,042   | \$170,352   | \$416,394   | August 31,<br>2021 | August 31,<br>2022 |
| The Lakes Region<br>Mental Health<br>Center, Inc.,<br>Laconia, NH<br>#154480-8001         | Laconia                                     | \$202,046   | \$107,170   | \$309,216   | June 30,<br>2021   | June 30,<br>2022   |

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

| 05-95-42-423010-79270000 HEA | LTH AND SOCIAL  | . SERVICES, DEPT | OF HEALTH AND HUMAN |
|------------------------------|-----------------|------------------|---------------------|
| SVCS, HHS: HUMAN SERVICES    | , HOMELESS & HO | USING, HOUSING - | SHELTER PROGRAM     |

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| State<br>Fiscal<br>Year | Class /<br>Account | Class Title                | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget   |
|-------------------------|--------------------|----------------------------|---------------|-------------------|------------------------------------|---------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$1,606,764       | \$0                                | <b>\$1</b> ,606,764 |
| 2021                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$2,145,410       | <b>\$</b> 0                        | \$2,145,410         |
| 2022                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$96,649          | \$2,215,928                        | \$2,312,577         |
| 2023                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$0               | \$1 19,299                         | \$119,299           |
|                         |                    |                            | Total:        | \$3,848,823       | \$2,335,227                        | \$6,184,050         |

### EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated. Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

### Area served: Statewide.

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Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

or Shibinette

Lori A. Shibinette Commissioner

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

This Amendment to the Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), 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 Standard Contract Language, Section 2., Renewal, 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, increase the price limitation, or 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:

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2022
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$259,656
- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)
    - 1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)
    - 1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1. Not to exceed \$259,656.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          |                          | <u>SFY 2020</u> | <u>SFY 2021</u> | SFY 2022       |
|----------|--------------------------|-----------------|-----------------|----------------|
| 1.2.8.2. | Supportive Services:     | \$84,092        | \$84,092        | \$84,092       |
| 1.2.8.3. | Administrative Expenses: | <u>\$2,460</u>  | <u>\$2,460</u>  | <u>\$2,460</u> |
| 1.2.8.4. | Total Program Amount:    | \$86,552        | \$86,552        | \$86,552       |

Contractor Initials  $Date = \frac{3}{6/9/2021}$ 

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

6/11/2021

Date

Name: Christine Santaniello Title: Director

## Southwestern Community Services, Inc.

6/9/2021

Date

John Manning me. John Manning

Name: <sup>John</sup> Title: CEO

Southwestern Community Services, Inc. SS-2020-BHS-05-COORD-02-A02

Amendment #2 Page 2 of 3 The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

## OFFICE OF THE ATTORNEY GENERAL

6/11/2021

Date

OocuSig 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:

Southwestern Community Services, Inc. SS-2020-BHS-05-COORD-02-A02

APR23'20 PM 2:43 DAS



## STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

## **DIVISION OF ECONOMIC & HOUSING STABILITY**

Lori A. Shibinette Commissioner Christine L. Santaniello

Director

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 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46, 100% Federal Funds.

| Vendor Name                                                                               | Vendor<br>Code  | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount |
|-------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|------------------------|-------------------|
| Community<br>Action<br>Partnership<br>Strafford<br>County,<br>Dover, NH                   | 177200-<br>B004 | Statewide   | \$38,524          | \$38,524               | \$77,048          |
| Community<br>Action<br>Program<br>Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | 177203-<br>B003 | Statewide   | \$86,722          | \$86,722               | \$173,444         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$99,046          | \$101,469              | \$200,515         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$68,585          | \$68,585               | \$137,170         |

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

## His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

| The Lakes<br>Region Mental<br>Health Center,<br>Inc.,<br>Laconia, NH         | 154480-<br>B001 | Laconia                                      | \$99,835    | \$102,211   | \$202,046   |
|------------------------------------------------------------------------------|-----------------|----------------------------------------------|-------------|-------------|-------------|
| Southwestern<br>· Community<br>Services, Inc.,<br>Keene, NH                  | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$85,230    | \$87,728    | \$172,958   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Statewide                                    | \$86,552    | \$86,552    | \$173,104   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$281,824   | \$288,544   | \$570,368   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$267,435   | \$273,459   | \$540,894   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$273,230   | \$303,674   | \$576,904   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009 | Statewide                                    | \$130,822   | \$130,822   | \$261,644   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959    | \$89,679    | \$178,638   |
|                                                                              |                 | Total:                                       | \$1,606,764 | \$1,657,969 | \$3,264,733 |

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title               | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|---------------------------|---------------|-------------------|------------------------------------|-------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$1,606,764       | \$0                                | \$1,606,764       |
| 2021                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$0               | \$1,657,696                        | \$1,657,696       |
|                         |                    |                           | Total         | \$1,606,764       | \$1,657,969                        | \$3,264,733       |

## EXPLANATION

This request is **Sole Source** because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

#### Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted,

Lori A. Shibinette Commissioner



## New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

## State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, Coordinated Entry Program

This 1<sup>st</sup> Amendment to the Continuum of Care, Coordinated Entry Program contract (hereinafter referred to as "Amendment #1") 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 nonprofit corporation with a place of business at 63 Community Way, P.O. Box 603, Keene, NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, the Contract may be amended and extended 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2021.

- Form P-37, General Provisions, Block 1.8, Price Limitation, to read. \$173,104.
- Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.4, to read:
  - 1.2.4. Grant Numbers

1.2.4.1. NH0096L1T001803 (Grant Year 1)

1.2.4.2. NH0096L1T001904 (Grant Year 2)

4. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.7, Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$173,104

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          |                         | Grant Year 1   | Grant Year 2 |
|----------|-------------------------|----------------|--------------|
| 1.2.8.1. | Rental Assistance       | \$0            | \$0          |
| 1.2.8.2. | Supportive Services     | \$84,092       | \$84,092     |
| 1.2.8.3. | Administrative Expenses | <u>\$2,460</u> | \$2,460      |
| 1.2.8.4. | Total Program Amount    | \$86,552       | \$86,552     |

Amendment#1 Page 1 of 3

Contractor Initial: Date



## New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

All terms and conditions of the Contract not inconsistent with this Amendment #1 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

Name Santaniello Title: DEHS

Southwestern Community Services, Inc.

Name: John Manning . Tille: Chief Ereculive Officer

<u>3-26-20</u> Date

9 3/24/2020

Southweatern Community Services, Inc. SS-2020-BHS-05-COORD-02-A01 Amendment #1 Page 2 of 3



## New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

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

OFFICE OF THE ATTORNEY GENERAL

Dale

Citle:

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:

Southwestern Community Services, Inc. SS-2020-BHS-05-COORD-02-A01

Amendmont #1 Page 3 of 3

1 por



Jellrey A. Meyers

Commissioner

Christine L. Santanicilo

Director

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# 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.dhhis.nh.gov

May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020, 100% Federal Funds.

| Vendor Name                                                                                     | Project Name                                         | Vendor #    | Location                           | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------|------------------------------------|--------------------|
| Community Action<br>Partnership Strafford County                                                | Coordinated Entry                                    | 177200-B004 | Statewide                          | \$38,524           |
| Community Action Program<br>Belknap-Merrimack Counties,<br>Inc.                                 | Coordinated Entry                                    | 177203-B003 | Statewide                          | \$86,722           |
| FIT/NHNH, Inc.                                                                                  | Concord Community<br>Leasing II Permanent<br>Housing | 157730-B001 | Concord                            | \$99,046           |
| FIT/NHNH, Inc.                                                                                  | Concord Permanent<br>Housing                         | 157730-B001 | Concord                            | \$68,585           |
| The Lakes Region Mental<br>Health Center, Inc.                                                  | McGrath Street<br>Permanent Housing                  | 154480-B001 | Laconia                            | \$99,835           |
| Southwestern Community<br>Services, Inc.                                                        | Permanent Housing<br>Cheshire County                 | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$85,230           |
| Southwestern Community<br>Services, Inc.                                                        | Coordinated Entry                                    | 177511-R001 | Statewide                          | \$86,552           |
| Southwestern Community<br>Services, Inc.                                                        | Shelter Plus Care<br>Permanent Housing               | 177511-R0D1 | Cheshire &<br>Sullivan<br>Counties | \$281,824          |
| The Menial Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Family Housing I<br>Permanent Housing                | 174116-R001 | Western<br>Rockingham<br>County    | \$267,435          |

## His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 4

| Vendor Name                                                                                     | Project Name                                 | Vendor #    | Location                                     | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|-------------|----------------------------------------------|--------------------|
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Përmanent Housing I                          | 174116-R001 | Western<br>Rockingham<br>County              | <b>\$</b> 273,230  |
| Tri-County Community Action<br>Program, Inc.                                                    | Coordinated Entry                            | 177195-8009 | Statewide                                    | \$130,822          |
| Tri-County Community Action<br>Program, Inc.                                                    | Permanent Supportive<br>Housing I, Expansion | 177195-8009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959           |
|                                                                                                 |                                              | · · ·       | Total:                                       | 51,606,764         |

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office 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 PROGRAM

| St  | ate Fiscal Year | Class/Account | Class Title                    | Job Number | Amount      |
|-----|-----------------|---------------|--------------------------------|------------|-------------|
|     | 2020            | 102-500731    | Contracts for Program Services | TBD        | \$1,606,764 |
| · . |                 |               |                                | Total      | \$1,606,764 |

## EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

## His Excellency, Governor Christopher T. Sununu and the Honorable Council

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis

An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests, Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

Page 3 of 4

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

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

Sleep Mey

Veffrey A. Meyers 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. Subject: Continuum of Care, Coordinated Entry Program, SS-2020-BHS-05-Coord-02

• • •

FORM NUMBER P-37 (version 5/8/15)

<u>Notice</u>: 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.                                                                                                                                                                                                                                                                                                |                                                                                                          |                                                                                            |                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| I.I State Agency Name<br>NH Department of Health and Human Services                                                                                                                                                                                                                                               |                                                                                                          | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857                  |                                                                          |
| 1.3 Contractor Name<br>Southwestern Community Services, Inc.                                                                                                                                                                                                                                                      |                                                                                                          | 1.4 Contractor Address<br>63 Community Way<br>P.O. Box 603<br>Keene, NH 03431-0603         |                                                                          |
| 1.5 Contractor Phone<br>Number<br>(603) 352-7512                                                                                                                                                                                                                                                                  | 1.6 Account Number<br>05-95-42-423010-7927-                                                              | 1.7 Completion Date<br>June 30, 2020                                                       | 1.8 Price Limitation                                                     |
| (005) 552-7512                                                                                                                                                                                                                                                                                                    | 102-500731                                                                                               | . June 30, 2020                                                                            | \$86,552                                                                 |
| 1.9 Contracting Officer for St.<br>Nathan D. White, Director                                                                                                                                                                                                                                                      | ate Agency                                                                                               | 1.10 State Agency Telephor<br>603-271-9631                                                 | ne Number                                                                |
| 1.11 Contractor Signature                                                                                                                                                                                                                                                                                         |                                                                                                          | 1.12 Name and Title of Co<br>John A. Manning<br>Chief Executive Officer                    | ntractor Signatory                                                       |
| 1.13 Acknowledgement: State<br>On 05/23/19 , befo                                                                                                                                                                                                                                                                 | re the undersigned officer, person                                                                       | nally appeared the person identify                                                         | ed in block 1.12, or satisfactorily                                      |
| On 05/23/19 , befo<br>proven to be the person whose indicated in block 1.12.<br>1.13.1 Signature of Notary Pt                                                                                                                                                                                                     | ne the undersigned officer, person<br>name is signed in block 1.11, and                                  | nally appeared the person identified acknowledged that s/he executed                       | d this document in the capacity                                          |
| On 05/23/19 , befo<br>proven to be the person whose<br>indicated in block 1.12.<br>1.13.1 Signature of Notary Pt<br>[Seal]                                                                                                                                                                                        | blic endustice of the Peace                                                                              | nally appeared the person identified acknowledged that s/he executed                       | d this document in the capacity                                          |
| On 05/23/19 , befo<br>proven to be the person whose indicated in block 1.12.<br>1.13.1 Signature of Notary Pt                                                                                                                                                                                                     | blic of the Peace                                                                                        | nally appeared the person identified acknowledged that s/he executed                       | d this document in the capacity                                          |
| On 05/23/19 , befo<br>proven to be the person whose t<br>indicated in block 1.12.<br>1.13.1 Signature of Notary Pt<br>[Seal]<br>1.13.2 Name and Title of Nota<br>Jill Tomlin, Justice t<br>1.1A State Agency Signature                                                                                            | ary or Justice of the Peace<br>of the Peace                                                              | III A. TOMUN, Justice of the P<br>State of New Hampshire<br>My Commission Expires April 5, | d this document in the capacity<br>Peace<br>2022<br>Ite Agency Signatory |
| On 05/23/19 , befo<br>proven to be the person whose t<br>indicated in block 1.12.<br>1.13.1 Signature of Notary Pt<br>[Seal]<br>1.13.2 Name and Title of Nota<br>Jill Tomlin, Justice t<br>1.1A State Agency Signature                                                                                            | ary or Justice of the Peace<br>of the Peace                                                              | nally appeared the person identified acknowledged that s/he executed                       | d this document in the capacity<br>Peace<br>2022                         |
| On 05/23/19 , befo<br>proven to be the person whose indicated in block 1.12.<br>1.13.1 Signature of Notary Pa<br>[Seal]<br>1.13.2 Name and Tifle of Nota<br>Jill Tomlin, Justice of<br>1.14 State Agency Signature<br>ULA State Agency Signature<br>ULA Approval by the N.H. De<br>By: UM                         | ary or Justice of the Peace<br>of the Peace                                                              | nally appeared the person identified acknowledged that s/he executed<br>                   | d this document in the capacity<br>Peace<br>2022<br>Ite Agency Signatory |
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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").

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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

Page 2 of 4

Contractor Initial Date 5/23/19

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

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 \$1,000,000per 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.

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Contractor Initials

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.

13.1 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.

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## SCOPE OF SERVICES

Exhibit A

#### **Coordinated Entry Program**

- 1. Provisions Applicable to All Services
  - 1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

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

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports (BHS), has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.7. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
- 1.8. Failure to submit required reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by BHS.

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ExhibitA

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#### Exhibit A

## 2. Scope of Services

- 2.1. Based on the continued receipt/availability of federal funds from HUD Continuum of Care Program, the Contractor shall provide a Coordinated Entry program that shall serve approximately one-thousand (1000) homeless individuals or individuals at imminent risk of homelessness.
- 2.2. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 2.3. The Contractor shall support the primary goal of this program which is to identify and engage unsheltered homeless persons and persons at imminent risk of homelessness, and to provide basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.
- 2.4. To be eligible for contract services, individuals and families must be homeless as defined in HUD regulations, or at imminent risk of homelessness. The Contractor must obtain and retain appropriate documentation.
- 2.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.
- 2.6. The contractor shall participate in their regional Coordinated Entry process.

## 3. Program Reporting Regulrements

- 3.1. The Contractor shall submit the following reports:
  - 3.1.1 <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract/Grant Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and
  - 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

## 4. Contract Administration

- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.
- 4.3. All contract records (originals or copies made by microfilming, photocopying, or other similar methods) shall be retained for a period of five (5) years or as required by state or federal law, following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.

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Exhibit A

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## Exhibit A

#### 5. Performance Measures

- 5.1. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and all terms and conditions, and amendments thereto, as detailed in the relevant fiscal year Notice of Funding Available (NOFA) CoC Project Application approved by HUD; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual -Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

Exhibit A

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#### Exhibit B

## METHOD AND CONDITIONS PRECEDENT TO PAYMENT

## 1. Coordinated Entry Program

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:
  - 1.2.1. NH General Fund: 0%
  - 1.2.2. Federal Funds: 100%
  - 1.2.3. CFDA #: 14.267
  - 1.2.4. Grant Number: NH0096L1T001803
    - 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)
    - 1.2.6. Program Title: Continuum of Care, Coordinated Entry
    - 1.2.7. Total Amount Continuum of Care;
      - 1.2.7.1. not to exceed \$86,552
    - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| 1.2.8.1. | Leasing Expenses:        | \$0.000  |
|----------|--------------------------|----------|
| 1.2.8.2. | Rental Assistance:       | \$0,000  |
| 1.2.8.3. | Operating Expenses:      | \$0,000  |
| 1.2.8.4. | Supportive Services:     | \$84,092 |
| 1.2.8.5. | Administrative Expenses: | \$2,460  |
| 1.2.8.6. | Total program amount:    | \$86,552 |

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding:

## 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at-the following address:

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

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Exhibit B



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#### Exhibit B

- 2.2. 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.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

## 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

### 3.3. Match Funds:

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

## 3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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Exhibit B



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#### Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit 8.
  - 3.4.5. Schedule of Payments:
    - 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
    - 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

## housingsupportsinvoices@dhhs.nh.gov

- 3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
- 3.5. <u>Review of the State Disallowance of Costs:</u>
  - 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
  - 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
  - 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
  - 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Exhibit B





## Exhibit B

## 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, and may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

## 5. Expense Eligibility

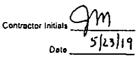
5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

## 5.2. Operating Expenses:

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

#### 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company,
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;





|            | Exhibit B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ~ 5.3.2.4. | Child Care. The costs of establishing and operating child care, and providing child-<br>care vouchers, for children from families experiencing homelessness, including<br>providing meals and snacks, and comprehensive and coordinated developmental<br>activities are eligible;                                                                                                                                                                                                                                                                                                                                             |
| 5.3.2.5.   | Education Services. The costs of improving knowledge and basic educational skills are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.3.2.6.   | Employment assistance and job training. The costs of establishing and operating<br>employment assistance and job training programs are eligible, including<br>classroom, online and/or computer instruction, on-the-job instruction, services<br>that assist individuals in securing employment, acquiring learning skills, and/or<br>increasing earning potential. The cost of providing reasonable stipends to<br>program participants in employment assistance and job training programs is also<br>an eligible cost;                                                                                                      |
| 5.3.2.7.   | Food. The cost of providing meals or groceries to program participants is eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5.3.2.8.   | Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.3.2.9.   | Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing;                                                                                                                                                                                                                                                                                                                                                    |
| 5.3.2.10.  | Life Skills training. The costs of teaching critical life management skills that may<br>never have been learned or have been lost during course of physical or mental<br>illness, domestic violence, substance abuse, and homelessness are eligible.<br>These services must be necessary to assist the program participant to function<br>independently in the community. Component life skills training are the budgeting<br>of resources and money management, household management, conflict<br>management, shopping for food and other needed items, nutrition, the use of<br>public transportation, and parent training; |
| 5.3.2.11.  | Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems;                                                                                                                                                                                |
| 5.3.2.12.  | Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.3.2.13.  | Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.3.2.14.  | Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

- testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible;
- 5.3.2.15. Transportation Services are described in 24CFR 578(e) (15);





# 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;

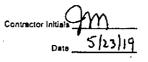
Exhibit B

- 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);
- 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and
- 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

## 5.4. <u>Rental Assistance</u>

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

Exhibit B Page 8 of 10





## Exhibit B

- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.
  - 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

## 5.5. Administrative Costs:

- 5.5.1. Eligible administrative costs include:
  - 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
  - 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
    - 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
      - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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| ·                  |                                                                                     | Exhibit B                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | 5.5.1.2.1.1.1.                                                                      | Preparing program budgets and schedules, and amendments to those budgets and schedules;                                                                                                                                                                                                                                                                                              |
|                    | 5.5.1.2.1.1.2.                                                                      | Developing systems for assuring compliance with program requirements;                                                                                                                                                                                                                                                                                                                |
|                    | 5.5.1.2.1.1.3.                                                                      | Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;                                                                                                                                                                                                                                                                 |
|                    | 5.5.1.2.1.1.4.                                                                      | Monitoring program activities for progress and compliance with program requirements;                                                                                                                                                                                                                                                                                                 |
|                    | 5.5.1.2.1.1.5.                                                                      | Preparing reports and other documents related to the program for submission to HUD;                                                                                                                                                                                                                                                                                                  |
|                    | 5.5.1.2.1.1.6.                                                                      | Coordinating the solution of audit and monitoring findings;                                                                                                                                                                                                                                                                                                                          |
|                    | 5.5.1.2 1.1.7.                                                                      | Preparing reports and other documents directly related to the program<br>submission to HUD;                                                                                                                                                                                                                                                                                          |
| •                  | 5.5.1.2.1.1.8.                                                                      | Evaluating program results against stated objectives;                                                                                                                                                                                                                                                                                                                                |
|                    | 5:5.1.2.1.1.9.                                                                      | Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.                                                                                                                                                                            |
|                    | 5.5.1.2.1.1.10.                                                                     | Travel costs incurred for official business in carrying out the program;                                                                                                                                                                                                                                                                                                             |
|                    | 5.5.1.2.1.1.11.                                                                     | Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;                                                                                                                                                                                                             |
|                    | 5.5.1.2.1.1.12.                                                                     | Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space;                                                                                                                           |
| ;                  | 5.5.1.2.1.1.13.                                                                     | Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and                                                                                                                                                                                                               |
|                    | 5.5.1.2.1.1.14.                                                                     | Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.                                                                                                                                                                                                                                                                           |
| 5.6. <u>Leasir</u> | <u>19</u> :                                                                         |                                                                                                                                                                                                                                                                                                                                                                                      |
| t<br>t             | When the Contracto<br>o pay for 100 perce<br>o provide housing<br>Leasing funds may | or is leasing the structure, or portions thereof, grant funds may be used<br>ont of the costs of leasing a structure or structures, or portions thereof,<br>or supportive services to homeless persons for up to three (3) years.<br>not be used to lease units or structures owned by the Contractor, their<br>any other related organization(s), or organizations that are members |

parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

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Exhibit 6 Page 8 of 10 Contractor Initiats

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#### Exhibit 8

## 5.6.1. Requirements:

- 5.6.1.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
- 5.6.1.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
- 5.6.1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8)
- 5.6.1.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 5.6.1.13. The Contractor cannot lease a building that it already owns to itself.
- 5.6.1.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

## 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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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 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;

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Date

5/23/19

Exhibit C – Special Provisions



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 are 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.

Exhibit C – Special Provisions

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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 Proposat 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 thefollowing 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 Marshaland 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

Exhibit C - Special Provisions

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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, nationalorigin 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.

 Pllot 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

Contractor Initial Date



Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 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.

#### 20. Contract Definitions:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initia Dete

Exhibit C – Special Provisions Page 5 of 5



#### **REVISIONS TO STANDARD CONTRACT LANGUAGE**

#### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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 funds. A 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 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.

#### 1.2. Section 10, 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.

#### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Oate



#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2

Vendor Initia Date



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

Vendor Name: Southwestern Community Services, Inc.

05/23/19 Date

Name John A. Mannind

Title Chief Executive Officer

CU/OHHS/110713

Exhibit D – Centification regarding Drug Free Workplace Requirements Page 2 of 2

Vendor Initial Date



#### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered): \*Temporary Assistance to Needy Families under Title IV-A \*Child Support Enforcement Program under Title IV-D

\*Social Services Block Grant Program under Title XX

\*Medicaid Program under Title XIX

\*Community Services Block Grant under Title VI

\*Child Care Development Block Grant under Title IV

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

- 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-t.)
- The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

Jolin A. Magning

Name: John A. Magning Title: Chief Executive Officer

Exhibit E - Certification Regarding Lobbying

Vendor Initi

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Page 1 of 1



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

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

#### INSTRUCTIONS FOR CERTIFICATION

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

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Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

Vendor Initial



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

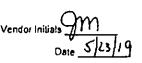
Vendor Name: Southwestern Community Services, Inc.

Name: John A: Manning Title: Chief Executive Officer

05/23/19

Date

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2



CU/OHHS/110713



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment. State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

tilation of Compliance with requirements partsining to Federal Nondiscrimination. Equal Treatment of

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

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

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

Name: John A/ Manning

Titlé: Chief Executive Officer

Vendor Initials Cartification of Compliance with requirer teining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organization and Whistisblower protections Date 5

6/27/14 Rev. 10/21/14

Exhibit G



#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

CU/DHHS/110713

Name: John A' Manning Title: Chief Executive Officer

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Vendor Initi Date



Exhibit I

#### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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 <u>Definitions</u>.

- a. <u>"Breach"</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity</u>" 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. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- <u>"HIPAA</u>" 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. "<u>Individual</u>" 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. "<u>Privacy Rule</u>" 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. "<u>Protected Health Information</u>" 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.

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6

Vendor Initials 5/23/19



Exhibit I

- "<u>Required by Law</u>" 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. <u>"Unsecured Protected Health Information"</u> 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. <u>Other Definitions</u> 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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Vendor Initials Date 5/23



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

Exhibit I

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- 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
- 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6

Vendor Initial



|            | Exhibit !                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | pursuant to this Agreement, with rights of enforcement and indemnification from such<br>business associates who shall be governed by standard Paragraph #13 of the standard<br>contract provisions (P-37) of this Agreement for the purpose of use and disclosure of<br>protected health information.                                                                                                                                                                                                                                                                                                                                                                 |
| f, '       | Within five (5) business days of receipt of a written request from Covered Entity,<br>Business Associate shall make available during normal business hours at its offices all<br>records, books, agreements, policies and procedures relating to the use and disclosure<br>of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine<br>Business Associate's compliance with the terms of the Agreement.                                                                                                                                                                                                                                     |
| g.         | Within ten (10) business days of receiving a written request from Covered Entity,<br>Business Associate shall provide access to PHI in a Designated Record Set to the<br>Covered Entity, or as directed by Covered Entity, to an individual in order to meet the<br>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.                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>j</b> . | 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 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. |
| t.         | 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                                                                                                                                                                                                                                                                                                                   |

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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6

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purposes that make the return or destruction infeasible, for so long as Busipes Vendor Initia Dale 5 123



Exhibit F

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) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rules.

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Exhibit f Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Vendor Initials



Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. 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 | Southwestern Community Services, Inc.  |
|-----------------------------------------|----------------------------------------|
| The State                               | _ Mame of the Vendor                   |
| Christin milan                          | CAP annus                              |
| Signature of Authonized Representative  | Signature of Authorized Representative |
| (MISTIN Santanielle                     | John A. Manning                        |
| Name of Authorized Representative       | Name of Authonized Representative      |
| Orecher DALL                            | Chief Executive Officer                |
| Title of Authorized Representative      | Title of Authorized Representative     |
| 5/29/15                                 | 05/23/19                               |
| Date                                    | Date                                   |

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6

Vendor Initial 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
- 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 Vendor 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 Vendor 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.

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

Name John A. Manning

Title: Chief Executive Officer

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Vendor Initia



#### FORM A

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

X\_\_\_\_NO \_\_\_\_\_\_YES

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

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

 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: |

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

Vendor Init Date

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Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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.
- "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 (PH), 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 Page 1 of 9

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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.
- "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.
  - 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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Exhibit K DHHS Information Security Requirements Page 2 of 9

Contractor Initia

#### 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.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 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

- 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.
- 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 <u>encrypted</u> and being sent to and being received by email-addresses of persons authorized to receive such information.
- 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.
- 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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Exhibit K DHHS Information Security Requirements Page 3 of 9

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Exhibit K



#### DHHS Information Security Requirements

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

- 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

- 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.
- 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.
- 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 Regultements Page 4 of 9

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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.
- Disposition
  - If the Contractor will maintain any Confidential Information on its systems (or its 1. 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.
  - Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
  - 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

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

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Exhibit K DHHS Information Security Requirements Page 5 of 9

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#### 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.
- 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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit K DHHS Information Security Requirements Page 7 of 9

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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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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Exhibit K



#### **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

V5. Last update 10/09/18

Exhibit K OHHS Information Security Requirements Page 9 of 9

**Contractor Initials** Oste

#### State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care Program, Shelter Plus Care 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), and as amended on June 30, 2021, (Item #47), 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2023

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

\$1,169,548

- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1 NH0057L1T001809 (SFY 2020) Grant Year 1
    - 1.2.4.2. NH0057L1T001910 (SFY 2021) Grant Year 2
    - 1.2.4.3. NH0057L1T002011 (SFY 2022) Grant Year 3
    - 1.2.4.4. NH0057L1T002112 (SFY 2023) Grant Year 4
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$1,169,548.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          | N                           | <u>July 1, 2019 –</u><br>June <u>30, 2020</u> | <u>July 1, 2020 –</u><br>June 30, 2021 | <u>July 1, 2021 –</u><br>June 30, 2022 | <u>July 1, 2022 –</u><br>June 30, 2023 |
|----------|-----------------------------|-----------------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|
| 1.2.8.1. | Rental Assistance           | \$268,152                                     | \$274,872                              | \$278,364                              | \$293,472                              |
| 1.2.8.2. | Administrative Expenses     | <u>\$13,672</u>                               | <u>\$13,672</u>                        | <u>\$13,672</u>                        | <u>\$13,672</u>                        |
| 1.2.8.3. | <b>Total Program Amount</b> | \$281,824                                     | \$288,544                              | \$292,036                              | \$307,144                              |

**Contractor Initials** 67672022 Date

Page 1 of 3

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 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

6/10/2022

Date

DocuSigned by: Karen Helert

Name: Karen Hebert Title: Division Director

Southwestern Community Services, Inc.

Bethe Dariels

Name: Beth? Daniels

Title: Chief Executive Officer

6/6/2022

Date

Page 2 of 3

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

#### OFFICE OF THE ATTORNEY GENERAL

6/10/2022

Pokyn Quarino

Date

Name:<sup>Robyno</sup>Guarino Title: Attorney

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

#### OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

SS-2020-BHS-04-PERMA-20-A03

# State of New Hampshire Department of State

#### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514 Certificate Number: 0005755656



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2022.

David M. Scanlan Secretary of State DocuSign Envelope ID: 9CC698CA-2EA7-40F4-9CAE-58A206E90F48

#### CERTIFICATE OF AUTHORITY

I, <u>Kevin Watterson</u>, 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 <u>Southwestern Community Services, Inc.</u> (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 heid on <u>June 18</u>, 20<u>21</u>, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That <u>Beth Daniels</u> (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of <u>Southwestern Community Services</u>. 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: 6-1-22

Signature of Elected Officer Name: Title:

Rev. 03/24/20

Southwestern Comm Services Inc

| ACORD                         | CERTIFICATE OF LIA                                   | BILITY INSURANCE                            |                      | DATE (MM/DD/YYYY) |
|-------------------------------|------------------------------------------------------|---------------------------------------------|----------------------|-------------------|
|                               |                                                      |                                             |                      | 03/28/2022        |
| THIS CERTIFICATE IS ISSU      | ED AS A MATTER OF INFORMATION ONLY AND               | CONFERS NO RIGHTS UPON THE CER              | TIFICATE HOLDER.     | THIS              |
| CERTIFICATE DOES NOT A        | FFIRMATIVELY OR NEGATIVELY AMEND, EXTE               | ND OR ALTER THE COVERAGE AFFORD             | DED BY THE POLICI    | ES                |
| BELOW. THIS CERTIFICAT        | E OF INSURANCE DOES NOT CONSTITUTE A C               | ONTRACT BETWEEN THE ISSUING INSI            | URER(S), AUTHORI     | ZED               |
| REPRESENTATIVE OR PRO         | DUCER, AND THE CERTIFICATE HOLDER.                   |                                             |                      |                   |
| IMPORTANT: If the certifica   | ate holder is an ADDITIONAL INSURED, the poli        | cy(les) must have ADDITIONAL INSURED        | ) provisions or he e | ndorsed           |
| If SUBROGATION IS WAIVE       | D, subject to the terms and conditions of the po     | olicy, certain policies may require an end  | orsement. A staten   | neotos.           |
| this certificate does not cor | nfer rights to the certificate holder in lieu of suc | h endorsement(s).                           |                      |                   |
| PRODUCER                      |                                                      | CONTACT Ana O'Donnell, CPIW, CIC            |                      |                   |
| Clark Mortenson Insurance     |                                                      | PHONE<br>(A/C. No. Ext): (603) 352-2121     | FAX<br>(A/C, No): (  | 603) 357-8491     |
| PO Box 606                    |                                                      | E-MAIL<br>ADDRESS, addonnelk@hilbgroup.com  | (A/C, No); V         |                   |
|                               | •                                                    | E-MAIL<br>ADDRESS: aodonnell@hilbgroup.com  | <u> </u>             |                   |
|                               |                                                      | INSURER(S) AFFORDING COV                    | VERAGE               | NAIC #            |
| Keene                         | NH 03431                                             | INSURER A: Philadelphia Indemnity Insurance | xe Co.               | 18058             |
| INSURED .                     |                                                      | INSURER B: Maine Employers Mut Ins Co       |                      | 11149             |

INSURER C :

| PO Box 603                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                        |     |             | INSURER D :         |                                         |                            |                            |                                                                  |                    |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|---------------------|-----------------------------------------|----------------------------|----------------------------|------------------------------------------------------------------|--------------------|--------------|
| •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                        |     |             |                     | INSURER E :                             |                            |                            |                                                                  |                    |              |
| Keene NH 03431                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                        |     |             | INSURER F ;         |                                         |                            |                            |                                                                  |                    |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |     |             | NUMBER: 21/22 w/WCO |                                         |                            |                            | 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<br>INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS<br>CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,<br>EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                        |     |             |                     |                                         |                            |                            |                                                                  |                    |              |
| NSR<br>LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TYPE OF INSURANCE                                                                                                                                                                                                                                                                      |     | SUBR<br>WVD | POLICY NUMBER       |                                         | POLICY EFF<br>(MM/DO/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT                                                            | <br>S              | ·            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |     |             | r                   |                                         |                            |                            | EACH OCCURRENCE<br>DAMAGE TO RENTED<br>PREMISES (Ea occurrence)  | s 1,00<br>s 100,0  | 0,000<br>000 |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                        |     |             | PHPK2291636         |                                         | 06/30/2021                 | 06/30/2022                 | MED EXP (Any one person)                                         | s 5,000            | ·            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | GEN'LAGGREGATE LIMIT APPLIES PER:                                                                                                                                                                                                                                                      |     |             |                     | , , , , , , , , , , , , , , , , , , , , | ,                          |                            | PERSONAL & ADV.INJURY<br>GENERAL AGGREGATE                       |                    | 0,000        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |     |             |                     |                                         |                            |                            | PRODUCTS - COMP/OP AGG                                           |                    | 0,000        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | OTHER:                                                                                                                                                                                                                                                                                 |     |             | ·····               |                                         | ·                          |                            | Professional Liability<br>COMBINED SINGLE LIMIT<br>(Ea accident) | \$ 1m/<br>\$ 1,000 |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |     |             |                     |                                         |                            |                            | -BODILY INURY (Per person)                                       | \$                 |              |
| Ą                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | AUTOS ONLY AUTOS<br>HIRED NON-OWNED                                                                                                                                                                                                                                                    |     |             | PHPK2291641         |                                         | 06/30/2021                 | 06/30/2022                 | BODILY INJURY (Per accident)<br>PROPERTY DAMAGE                  | s<br>s             | <u>_</u>     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | AUTOS ONLY AUTOS ONLY                                                                                                                                                                                                                                                                  |     |             |                     |                                         |                            |                            | (Per accident)                                                   | \$                 |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |     |             |                     |                                         |                            |                            | EACH OCCURRENCE                                                  | \$ 2,000           | 0,000        |
| Α                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                        |     |             | PHU8773640          |                                         | 06/30/2021                 | 06/30/2022                 | AGGREGATE                                                        | <u> </u>           | 0,000        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | WORKERS COMPENSATION                                                                                                                                                                                                                                                                   |     | -           |                     |                                         |                            |                            | STATUTE ER                                                       | \$                 | · · · ·      |
| В.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ANY PROPRIETOR/PARTNER/EXECUTIVE                                                                                                                                                                                                                                                       | N/A |             | 3102800768          |                                         | 04/01/2022                 | 04/01/2023                 | E.L. EACH ACCIDENT                                               | s 500,0            |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (Mandatory in NH)                                                                                                                                                                                                                                                                      |     |             |                     |                                         |                            |                            | E.L. DISEASE - EA EMPLOYEE                                       | \$ 500,0           |              |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                        |     |             |                     |                                         |                            |                            | E.L. DISEASE - POLICY LIMIT                                      | \$                 |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                        |     |             | ·                   |                                         |                            |                            |                                                                  |                    |              |
| Worl                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)<br>/orkers Compensation Statutory coverage provided for the State of NH<br>Il Executive Officers are included in the Workers Compensation coverage |     |             |                     |                                         |                            |                            |                                                                  |                    |              |

CERTIFICATE HOLDER 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. State of NH, DHHS 129 Pleasant Street AUTHORIZED REPRESENTATIVE Concord NH 03301 MinICL +2

| ACORD | 25 ( | 201 | 6/03) |
|-------|------|-----|-------|

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# **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. DocuSign Envelope ID: 9CC698CA-2EA7-40F4-9CAE-58A206E90F48

## Financial Statements

## SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

## CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020 AND INDEPENDENT AUDITORS' REPORTS AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

## SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

### CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

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CERTIFIED PUBLIC ACCOUNTANTS, WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

To the Board of Directors of Southwestern Community Services, Inc. Keene, New Hampshire

#### **INDEPENDENT AUDITORS' REPORT**

#### <u>Report on the Financial Statements</u>

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 statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

#### Management's Responsibility for the 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 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 made by managements.

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

#### <u>Opinion</u>

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, 2021, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### <u>Report on Summarized Comparative Information</u>

We have previously audited Southwestern Community Services, Inc. and related companies' 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2020, 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 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 22, 2021, 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 or other financial reporting and compliance.

Jeone Mitomull & Rokets Professional association

October 22, 2021 Wolfeboro, New Hampshire

#### CONSOLIDATED STATEMENTS OF FINANCIAL POSITION MAY 31, 2021 AND 2020

ASSETS

.

|                                                                                                                                                                    | <u>2021</u>                                                       | 2020                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------|
| CURRENT ASSETS<br>Cash and cash equivalents<br>Accounts receivable, net<br>Prepaid expenses<br>Notes receivable                                                    | \$ 1,722,941<br>1,781,636<br>62,628<br>2,357                      | \$ 1,400,153<br>1,201,132<br>57,168<br>2,357                     |
| Total current assets                                                                                                                                               | 3.569.562                                                         | 2,660,810                                                        |
| PROPERTY<br>Land and buildings<br>Vehicles and equipment<br>Furniture and fixtures<br>Total property                                                               | 28,937,986<br>565,380<br>934,441<br>30,437,807                    | 19,243,210<br>541,236<br><u>271,753</u><br>20,056,199            |
| Less accumulated depreciation                                                                                                                                      | 14,621,952                                                        | 8,557,576                                                        |
| Property, net                                                                                                                                                      | <u> </u>                                                          | 11,498,623                                                       |
| OTHER ASSETS<br>Investment in related parties<br>Due from related parties<br>Cash escrow and reserve funds<br>Security deposits<br>Other assets                    | 138,001<br>55,138<br>1,471,741<br>105,790<br><u>384</u>           | 198,492<br>59,067<br>809,897<br>69,767<br><u>384</u>             |
| Total other assets                                                                                                                                                 | 1,771,054                                                         | - 1,137,607                                                      |
| Total assets                                                                                                                                                       | <u>\$ 21,156,471</u>                                              | <u>\$ 15,297,040</u>                                             |
| LIABILITIES AND NET ASSETS                                                                                                                                         |                                                                   |                                                                  |
| CURRENT LIABILITIES                                                                                                                                                |                                                                   |                                                                  |
| Accounts payable<br>Accrued expenses<br>Accrued payroll and payroll taxes<br>Other current liabilities<br>Refundable advances<br>Current portion of long term debt | \$ 240,586<br>170,074<br>244,003<br>148,854<br>729,955<br>142,174 | \$ 160,672<br>87,023<br>228,394<br>149,154<br>290,437<br>125,324 |
| Total current liabilities                                                                                                                                          | 1,675,646                                                         | 1,041,004                                                        |
| NONCURRENT LIABILITIES<br>Long term debt, less current portion shown above<br>Economic Injury Disaster Loan<br>Paycheck Protection Program Ioan                    | 11,300,411<br>150,000                                             | 8,905,857<br>-<br>439,070                                        |
| Total noncurrent liabilities                                                                                                                                       | 11,450,411                                                        | 9,344,927                                                        |
| Total liabilities                                                                                                                                                  | 13,126,057                                                        | 10,385,931                                                       |
| NET ASSETS<br>Without donor restrictions<br>With donor restrictions                                                                                                | 7,815,065<br>215,349                                              | 4,766,637<br>144,472                                             |
| Total net assets                                                                                                                                                   | 8,030,414                                                         | 4,911,109                                                        |
| Total liabilities and net assets                                                                                                                                   | <u>\$ 21,156,471</u>                                              | <u>\$ 15,297,040</u>                                             |
|                                                                                                                                                                    |                                                                   |                                                                  |

#### CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED MAY 31, 2021 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

|                                                     | Without Donor<br><u>Restrictions</u> | With Donor<br><u>Restrictions</u> | 2021<br><u>Total</u> | 2020<br><u>Total</u> |
|-----------------------------------------------------|--------------------------------------|-----------------------------------|----------------------|----------------------|
| REVENUES AND OTHER SUPPORT                          |                                      |                                   |                      |                      |
| Government contracts                                | \$ 14,451,497                        | s -                               | \$ 14,451,497        | \$ 10,619,721        |
| Program service fees                                | 2,708,902                            | -                                 | 2,708,902            | 2,605,816            |
| Rental income                                       | 1,657,741                            | -                                 | 1,657,741            | 1,165,032            |
| Developer fee income                                |                                      | -                                 | •                    | 1,508                |
| Support                                             | 465,614                              | 136,024                           | 601,638              | 593,610              |
| Sponsorship                                         | 21,703                               | -                                 | 21,703               | 26,546               |
| Interest income                                     | 1,402                                | -                                 | 1,402                | 9,224                |
| Forgiveness of debt                                 | 518,501                              | •                                 | 518,501              | 79,338               |
| Miscellaneous                                       | 239,096                              | -                                 | 239,096              | 148,113              |
| In-kind contributions                               | 65,414                               |                                   | 65,414               | 167,553              |
| Total revenues and other support                    | 20,129,870                           | 136,024                           | 20,265,894           | 15,416,461           |
| NET ASSETS RELEASED FROM                            |                                      |                                   |                      |                      |
| RESTRICTIONS                                        | 65,147                               | (65,147)                          | <u> </u>             | <u> </u>             |
| Total revenues, other support, and                  |                                      |                                   |                      |                      |
| net assets released from restrictions               | 20,195,017                           | <u> </u>                          | 20,265,894           | 15,416,461           |
| EXPENSES                                            |                                      |                                   |                      |                      |
| Program services                                    |                                      |                                   |                      |                      |
| Home energy programs                                | 5,559,497                            | -                                 | 5,559,497            | 5,153,989            |
| Education and nutrition                             | 2,629,099                            | • ·                               | 2,629,099            | 2,687,612            |
| Homeless programs                                   | 5,516,502                            | -                                 | 5,516,502            | 2,060,655            |
| Housing services                                    | 2,913,953                            | -                                 | 2,913,953            | 2,433,660            |
| Economic development services                       | 621,784                              | -                                 | 621,784              | 737,663              |
| Other programs                                      | 750,430                              | <u> </u>                          | 750,430              | 775,342              |
| Total program services                              | 17,991,265                           | -                                 | 17,991,265           | 13,848,921           |
| Supporting activities                               |                                      |                                   |                      |                      |
| Management and general                              | 1,948,672                            | <u> </u>                          | 1,948,672            | 1,761,642            |
| Total expenses                                      | 19,939,937                           | -                                 | 19,939,937           | 15,610,563           |
| CHANGE IN NET ASSETS BEFORE                         |                                      |                                   |                      |                      |
| LOSS ON SALE OF PROPERTY                            | 255,080                              | 70,877                            | 325,957.             | (194,102)            |
|                                                     | · •                                  | -                                 | -                    | (140)                |
| LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS          | (60,897)                             |                                   | (60,897)             | (236)                |
| CHANGE IN NET ASSETS                                | 194,183                              | 70,877                            | 265,060              | (194,478)            |
| NET ASSETS, BEGINNING OF YEAR                       | 4,766,637                            | 144,472                           | 4,911,109            | 5,105,587            |
| NET ASSETS TRANSFERRED FROM<br>LIMITED PARTNERSHIPS | 2,854,245                            | <b>_</b>                          | 2,854,245            | . <u> </u>           |
| NET ASSETS, END OF YEAR                             | <u>\$ 7,815,065</u>                  | <u>\$215,349</u>                  | <u>\$ 8,030,414</u>  | <u>\$ 4,911,109</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, 2021

| -<br>-                                                                | Home Energy<br><u>Programs</u> | Education<br>and<br><u>Nutrition</u> | Homeless<br><u>Programs</u> | Housing<br><u>Services</u> | Economic<br>Development<br><u>Services</u> | Other<br>Programs | Total<br><u>Program</u> | Management<br>and<br><u>General</u> | 2021<br><u>Total</u> |
|-----------------------------------------------------------------------|--------------------------------|--------------------------------------|-----------------------------|----------------------------|--------------------------------------------|-------------------|-------------------------|-------------------------------------|----------------------|
| Payroli                                                               | \$ 486,387                     | \$ 1,518,514                         | \$ 491,084                  | \$ 725,103                 | \$ 350,843                                 | \$ 439,136        | \$ 4,011,067            | \$ 752,116                          | \$ 4,763,183         |
| Payroll taxes                                                         | 25,674                         | 106,568                              | 37,005                      | 43,514                     | 30,248                                     | 33.024            | 276,033                 | 120,497                             | 396,530              |
| Employee benefits                                                     | 171,270                        | 381,988                              | 144,229                     | 263,870                    | 55,553                                     | 180,793           | 1,197,703               | 48,508                              | 1,244,211            |
| Retirement                                                            | 32,604                         | 85,778                               | 24,671                      | 51,308                     | 20,760                                     | 14,238            | 229,357                 | 66,965                              | 296,322              |
| Advertising                                                           | -                              | 3,100                                | 386                         | 1,295                      | 1,638                                      | -                 | 8,419                   | 133                                 | 6,552                |
| Bank charges                                                          | 10                             | -                                    | 1,130                       | 4,109                      | -                                          | 11                | 5,260                   | 8,766                               | 14,026               |
| Computer cost                                                         | 225                            | 28,110                               | 12,051                      | 7,765                      | 16,171                                     | -                 | 64,322                  | 183,132                             | 247,454              |
| Contractual                                                           | 1,007,401                      | 12,804                               | 42,954                      | 61,431                     | 680                                        | 48,737            | 1,174,007               | 59,518                              | 1,233,525            |
| Depreciation                                                          | -                              | 26,438                               | 117,967                     | 603,938                    |                                            | 7,620             | 755,963                 | 153,192                             | 909,155              |
| Dues/registration                                                     | -                              | 2,290                                | •                           | 320                        | 543                                        | -                 | 3,153                   | 8,619                               | 11,772               |
| Duplicating                                                           | 69                             | 8,160                                | , -                         | -                          | -                                          | -                 | 8,229                   | 4,588                               | 12,817               |
| Insurance                                                             | 5,539                          | 15,035                               | 33,483                      | 57,881                     | 15,298                                     | 6,890             | 134,126                 | 43,490                              | 177,616              |
| interest                                                              | •                              | 5,955                                | 5,983                       | 48,121                     | -                                          | 1,690             | 81,749                  | 113,918                             | 175,667              |
| Meeting and conference                                                | •                              | -                                    | ' -                         | 840                        | 154                                        | 133               | 1,127                   | 1,637                               | 2,764                |
| Miscellaneous expense                                                 | 2,863                          | -                                    | 1,242                       | 82,239                     | 9,548                                      | 1,359             | 97,249                  | 2,875                               | 99,924               |
| Miscellaneous taxes                                                   | -                              | -                                    | •                           | 101,224                    | •                                          | -                 | 101,224                 | 300                                 | 101,524              |
| Equipment purchases                                                   | 386                            | 3,330                                | -                           | 6,521                      | -                                          | •                 | 10,237                  | 2,808                               | 13,045               |
| Office expense                                                        | 19,084                         | 17,479                               | 60,872                      | 11,834                     | 2,568                                      | 749               | 112,586                 | 49,579                              | 162,165              |
| Postage                                                               | 300                            | 368                                  | 126                         | . 37                       | 348                                        | -                 | 1,179                   | 31,999                              | 33,178               |
| Professional fees                                                     | 1,050                          | -                                    | 3,300                       | 38,627                     | •                                          | -                 | 42,977                  | 81,034                              | 124,011              |
| Staff development and training                                        | 3,406                          | 1,327                                | 165                         | 2,488                      | 614                                        | 1,185             | 9,185                   | 17,341                              | 26,526               |
| Subscriptions                                                         | - ···-                         |                                      | •                           | 98                         | -                                          | -                 | 98                      | 2,767                               | 2,865                |
| Telephone                                                             | 2,429                          | 3,106                                | 20,692                      | 18,872                     | 2,299                                      | 1,117             | 48,515                  | 47,535                              | 96,050               |
| Travel                                                                | 6,104                          | 12,328                               | 7,212                       | 9,515                      | 18,338                                     | -                 | 51,497                  | 5,675                               | 57,172               |
| Vehicle<br>Rent                                                       | 6,147                          | 4,170                                | 1,748                       | 41,329                     | 35,941                                     | 9,852             | 99,187                  | 3,912                               | 103,099              |
| Space costs                                                           | •                              | 24,659                               | -                           | -                          | 21,112                                     |                   | 45,771                  |                                     | 45,771               |
| Direct client assistance                                              | 3,788,549                      | 122,478<br>- 179,702                 | 384.093                     | 718,703                    | 16,731                                     | 114               | 1,242,119               | 139,968                             | 1,382,087            |
| In-kind expenses                                                      | 3,760,349                      | 65,414                               | 4,126,109                   | 12,971                     | 24,399                                     | 3,782             | 8,135,512               | •                                   | 8,135,512            |
|                                                                       |                                |                                      |                             |                            | . <u> </u>                                 | <u></u>           | 65,414                  |                                     | 65,414               |
| TOTAL FUNCTIONAL EXPENSES BEFORE<br>MANAGEMENT AND GENERAL ALLOCATION | 5,559,497                      | 2,629,099                            | 5,516,502                   | 2,913,953                  | 621,784                                    | 750,430           | 17,991,265              | 1,948,672                           | 19,939,937           |
| Allocation of management and general expenses                         | 602,161                        | 284,763                              | 597,504                     | 315,616                    | 67,347                                     | 81,281            | 1,948,672               | (1,948,672)                         |                      |
| TOTAL FUNCTIONAL EXPENSES                                             | <u>\$ 6,161,658</u>            | \$ 2,913,862                         | <u>\$ 6,114,006</u>         | <u>\$ 3,229,569</u>        | <b>\$</b> 689,131                          | <u>\$`831,711</u> | <u>\$ 19,939,937</u>    | <u>\$</u>                           | <u>\$ 19,939,937</u> |

#### SOUTHWESTERN COMMUNITY SERVICES INC. AND RELATED COMPANIES

# CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

|                                                                       | Home Energy<br><u>Programs</u> | Education<br>and<br><u>Nutrition</u> | Homelesa<br>Programs | Housing<br><u>Servicas</u> | Economic<br>Development<br><u>Services</u> | Other<br>Programs | Total<br><u>Program</u> | Management<br>and<br><u>and General</u> | 2020<br><u>Total</u> |
|-----------------------------------------------------------------------|--------------------------------|--------------------------------------|----------------------|----------------------------|--------------------------------------------|-------------------|-------------------------|-----------------------------------------|----------------------|
| Раутов                                                                | \$ 467,456                     | \$ 1,374,787                         | \$ 335,905           | \$ 735,214                 | \$ 435,177                                 | \$ 424,014        | \$ 3,772,553            | \$ 731,826                              | \$ 4,504,379         |
| Payroli 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                   | 7,458                                   | 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             | 121,158                 | 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                  | 24,138                                  | 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                |
| Telephona                                                             | 2,283                          | 1,968                                | 17,624               | 17,959                     | 3,179                                      | 1,166             | 44,179                  | 41,601                                  | 85,780               |
| Travel                                                                | 6,792                          | . 18,310                             | 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                                                      | <u> </u>                       | 167,553                              | <u> </u>             | <u> </u>                   | <u> </u>                                   | <del>`</del>      | 167,553                 |                                         | 167,553              |
| TOTAL FUNCTIONAL EXPENSES BEFORE<br>GENERAL AND MANAGEMENT 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              |                            | 93,834                                     | 98,627            | 1,761,642               | (1,761,642)                             | <del>`</del>         |
| TOTAL FUNCTIONAL EXPENSES                                             | <u>\$ 5,809,598</u>            | \$ 3,029,488                         | <u>\$ 2,322,779</u>  | \$ 2,743,232               | <u>\$ 831,497</u>                          | <u>\$ 873,969</u> | <u>\$ 15,610,563</u>    | <u>s</u>                                | <u>\$ 15,610,563</u> |

#### CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

|                                                                | <u>2021</u>         | <u>2020</u>         |
|----------------------------------------------------------------|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES                           |                     |                     |
| Change in net assets                                           | \$ 265,060          | \$ (194,478)        |
| Adjustments to reconcile change in net assets to               | ÷ 200,000           | Ψ (104,470)         |
| nel cash from operating activities:                            |                     | •                   |
| Depreciation                                                   | 909,155             | 663,252             |
| Loss on disposal of property                                   | 303,100             | 140                 |
| Loss on investment in limited partnerships                     | 60.897              |                     |
| Forgiveness of debt                                            | (518,501            |                     |
| Decrease (increase) in assets:                                 | (516,501            | ) (79,330)          |
| Accounts receivable                                            | (580,504            | ) 42.337            |
| Prepaid expenses                                               | 31,348              |                     |
| Interest receivable                                            |                     | · · · ·             |
| Due from related parties                                       |                     | 45,547              |
| Security deposits                                              | 3,929               |                     |
| (Decrease) increase in liabilities:                            | (2,242              | ) (6,771)           |
| Accounts payable                                               | 00.045              | (000.044)           |
|                                                                | 22,045              | (===+++++)          |
| Accrued expenses                                               | 36,929              | 1                   |
| Accrued payroll and payroll taxes<br>Other current liabilities | 15,609              | (-,,                |
| Refundable advances                                            | (300                |                     |
|                                                                | 439,518             |                     |
| Interest payable                                               | -<br>               | (49,547)            |
| NET CASH PROVIDED BY OPERATING ACTIVITIES                      | 682,943             | 266,780             |
| CASH FLOWS FROM INVESTING ACTIVITIES                           |                     |                     |
| Purchase of property                                           | (432,400            | ) <u>(136,174</u> ) |
| NET CASH USED IN INVESTING ACTIVITIES                          | (432,400            | ) (136,174)         |
| CASH FLOWS FROM FINANCING ACTIVITIES                           |                     |                     |
| Proceeds from long term debt                                   | 85.000              | 36.679              |
| Repayment of long term debt                                    | (272,062            |                     |
| Proceeds from Economic Injury Disaster Loan                    | 150,000             |                     |
| Proceeds from Paycheck Protection Program                      | -                   | 439,070             |
|                                                                |                     |                     |
| NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES            | (37,062             | )347,923            |
| NET INCREASE IN CASH AND RESTRICTED CASH                       | 213,481             | 478,529             |
| CASH AND RESTRICTED CASH, BEGINNING OF YEAR                    | 2,210,050           | 1,731,521           |
| CASH AND RESTRICTED CASH TRANSFERRED                           |                     |                     |
| FROM LIMITED PARTNERSHIPS                                      | 771,151             | *                   |
| CASH AND RESTRICTED CASH, END OF YEAR                          | <u>\$ 3,194,682</u> | <u>\$ 2,210,050</u> |

#### CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED MAY 31, 2021 AND 2020

|                                                                                                                                          | <u>2021</u>                                | <u>2020</u>       |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------|
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION                                                                                        |                                            |                   |
| Cash paid during the year for interest                                                                                                   | <u>\$ 175,005</u>                          | <u>\$ 165,929</u> |
| SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVI                                                                       | TIES                                       |                   |
| Property financed by long term debt                                                                                                      | \$ 787,599                                 | <u>\$</u>         |
| Transfer of assets from newly consolidated LPs:                                                                                          |                                            |                   |
| Prepaid expenses<br>Land and buildings<br>Furniture and fixtures<br>Security deposits                                                    | \$36,807<br>3,382,003<br>624,491<br>33,781 | \$                |
| Total transfer of assets from newly consolidated LPs                                                                                     | \$ 4,077,082                               | <u>\$</u>         |
| Transfer of liabilities from newly consolidated LPs:<br>Accounts payable<br>Accrued expenses<br>Due to related parties<br>Long term debt | \$                                         | \$-<br>-<br>-     |
| Total transfer of liabilities from newly consolidated LPs                                                                                | \$ 1,994,285                               | <u>\$</u>         |
| Total partners' capital from newly consolidated LPs                                                                                      | \$ 2,853,948                               | \$-               |
| Partners' capital previously recorded as investment in related parties                                                                   | 297                                        | <u> </u>          |
| Total transfer of partners' capital from newly consolidated LPs                                                                          | <u>\$ 2,854,245</u>                        | <u>\$</u>         |

#### See Notes to Consolidated Financial Statements

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### <u>General</u>

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

#### **Principles of Consolidation**

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
   Snow Brook Meadow Village Housing Associates, Limited Partnership
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 1

#### ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### **Basis of Accounting**

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

#### **Basis of Presentation**

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

<u>Net assets without donor restrictions</u>: 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.

<u>Net assets with donor restrictions</u>: 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, 2021 and 2020, 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, 2020 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.

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 1

#### ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### 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>2021</u>                      | <u>2020</u>                    |
|---------------------------------------------------|----------------------------------|--------------------------------|
| Cash, operations<br>Cash escrow and reserve funds | \$ 1,722,941<br><u>1,471,741</u> | \$ 1,400,153<br><u>809,897</u> |
| Total cash and restricted cash                    | <u>\$_3,194,682</u>              | <u>\$ 2,210,050</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, 2021 and 2020. The Organization has no policy for charging interest on overdue accounts.

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### 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, 2021 and 2020, approximately 71% and 69%, respectively, 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, 2021 and 2020 totaled \$909,155 and \$663,252, respectively.

#### Advertising

The Organization expenses advertising costs as incurred.

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

### NOTE 1

#### ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2021 and 2020 tax returns totaling \$1,230,191 and \$1,135,222, 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 \$542 and \$555 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling \$59,861 and \$35,574 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2021 and 2020:

| ,                                                          | <u>2021</u>                    | <u>2020</u>                    |
|------------------------------------------------------------|--------------------------------|--------------------------------|
| Tax benefit from loss carryforwards<br>Valuation allowance | \$271,025<br><u>(271,025</u> ) | \$246,404<br><u>(246,404</u> ) |
| Deferred tax asset                                         | <u>\$</u>                      | <u>\$</u>                      |

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

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

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### 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.

#### **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.

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Revenue Recognition (continued)

#### Program Service Revenue

Program service revenue is recognized as revenue when the services are performed.

#### Rental Revenue

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

#### Performance Obligations and Contract Assets and Liabilities

The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. There are no contract assets or liabilities for the years ended May 31, 2021 and 2020.

#### **New Accounting Pronouncement**

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective June 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

#### 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.

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Functional Allocation of Expenses (continued)

The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2019 through May 31, 2022.

#### NOTE 2 BANK LINE OF CREDIT

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2021 and 2020, the interest rate was 4%. There was no outstanding balance at May 31, 2021 and 2020.

#### NOTE 3 LONG TERM DEBT

The long term debt at May 31, 2021 and 2020 consisted of the following:

|                                                       |    | 2021    |
|-------------------------------------------------------|----|---------|
| 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).                                              | \$ | 127,000 |
|                                                       |    |         |

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).

5.25% note payable to a bank in monthly installments for principal and interest of \$988 through March 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (People's United Bank, Ashuelot). 29,589

27.589

<u>2020</u>

136.370

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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).

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).

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).

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).

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).

| 242,708   | 244,505   |
|-----------|-----------|
| 376,066   | 376,363   |
| 112,702   | 130,230   |
| 2,134,970 | 2,175,749 |

2020

2021

460,000

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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, 2021 and 2020. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).

5.19% note payable to a bank in monthly installments for principal and interest of \$889 through May 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (TD Bank, 45 Central Street).

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).

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). 376,617

2021

389,578

2020

88,433

75.000

100.000

45,000

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 3 LONG TERM DEBT (continued)

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| LONG TERM DEBT (continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|
| Non-interest bearing note payable to New<br>Hampshire Housing in annual payments in the<br>amount of 50% of annual surplus cash through July<br>2042 at which time the remaining balance is due.<br>The note is secured by real estate of the<br>Organization (NHHFA, Second Chance).                                                                                                                                                                                                         | <u>2021</u><br>794,189 | <u>2020</u><br>794,189 |
| Non-interest bearing note payable to a county in<br>New Hampshire. No payment is due and 5% of the<br>balance is forgiven each year through 2032 when<br>the remaining balance becomes due. The note is<br>secured by real estate of the Organization (CDBG,<br>Second Chance).                                                                                                                                                                                                               | 311,808                | 328,219                |
| Non-interest bearing note payable to a county in<br>New Hampshire, relating to an agreement between<br>the City of Keene and SCS for the purpose of<br>renovating Keene shelters. In total, SCS will receive<br>\$472,000 from CDBG. SCS will receive the funds<br>as progress is made. The note is secured by real<br>estate of the Organization and will be fully forgiven<br>providing the facility serves low- and moderate-<br>income individuals for 20 years (CDBG, Keene<br>Shelter). | 326,899                | 9,500                  |
| 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).                                                                                                                                                                                                                                                                                                              | 7,815                  | 12,637                 |
| 6.54% note payable to a finance company in<br>monthly installments for principal and interest of<br>\$442 through November 2023. The note was paid<br>in full during the year ended May 31, 2021. The<br>note was secured by a vehicle (Ally, GMC Acadia).                                                                                                                                                                                                                                    | -                      | 15,903                 |
| 2.99% note payable to a bank in monthly installments for principal and interest of \$820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).                                                                                                                                                                                                                                                                               | 84,395                 | _                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        |                        |

19

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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 moderateincome individuals for 20 years (CDBG, Elm Street Shelter).

Non-interest bearing note payable to the City of Keene, New Hampshire. The note expires in June 2022 and payment is not necessary unless the Organization defaults on contract. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).

Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of \$240,000 reduced to \$204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).

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).

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).

2020

189,100

2021

77,100

204,000

640,000

640,000

140,210

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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).

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).

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).

Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.

Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of \$1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.

| <u>2021</u> | <u>2020</u> |
|-------------|-------------|
|-------------|-------------|

900,000

900,000

139,860

162,880

228,934

228,934

287,710

289,996

353,561

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 3 LONG TERM DEBT (continued)

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.

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.

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).

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).

Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to lowincome 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).

2021

237,173

43,450

436,974 441,872

237,173

2020

79,609

85,028

46,978

150,000

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 3 LONG TERM DEBT (continued)

| Long ILIM DEDI (continued)                                                                                                                                                                                                                                                                                                                         | 2021                         | 2020                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| Keene Highland - Non-recourse mortgage note<br>payable to New Hampshire Housing (AHF), due<br>August 2035, payable in monthly installments of<br>\$3,122, including interest at 2.90%, secured by the<br>Partnership's land and buildings, subject to low<br>income housing use restrictions for the 30 year<br>term of the mortgage note (NHHFA). | <u>434,765</u>               | -                           |
| Keene Highland - 30 year, zero interest, non-<br>recourse deferred mortgage note payable to the<br>City of Keene, New Hampshire due June 2035,<br>payment of principal is deferred until the due date,<br>secured by land and buildings (City of Keene).                                                                                           | 915,000                      | · _                         |
| Warwick - 30 year, zero interest, non-recourse<br>deferred mortgage note payable to the Town of<br>Winchester, New Hampshire due August 2036,<br>payment of principal is deferred until the due date,<br>secured by land and buildings (Town of<br>Winchester).                                                                                    | 500,000                      | <u>-</u>                    |
| Total long-term debt before unamortized deferred<br>financing costs                                                                                                                                                                                                                                                                                | 11,460,204                   | 9,049,462                   |
| Unamortized deferred financing costs                                                                                                                                                                                                                                                                                                               | (17,619)                     | (18,281)                    |
| Less current portion due within one year                                                                                                                                                                                                                                                                                                           | 11,442,585<br><u>142,174</u> | 9,031,181<br><u>125,324</u> |
|                                                                                                                                                                                                                                                                                                                                                    | <u>\$11.300.411</u>          | <u>\$ 8.905.857</u>         |

The schedule of maturities of long term debt at May 31, 2021 is as follows:

| Year Ending   |                     |
|---------------|---------------------|
| <u>May 31</u> | Amount              |
| 2022          | \$ 142,174          |
| 2023          | 142,488             |
| 2024          | 146,073             |
| 2025          | 151,449             |
| 2026          | 157,310             |
| Thereafter    | 10,720,710          |
| Total         | <u>\$11,460,204</u> |

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### 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 \$900 to \$3,625. Lease expense for the years ended May 31, 2021 and 2020 totaled \$148,143 and \$140,758, respectively.

Future minimum payments as of May 31, 2021 on the above leases are as follows:

| Year Ending   |                  |
|---------------|------------------|
| <u>May 31</u> | <u>Amount</u>    |
| 2022          | \$ 69,243        |
| 2023          | 1,050            |
| 2024          | 720              |
| 2025          | 120              |
| Total         | <u>\$ 71.133</u> |

#### NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2021 and 2020, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$144,916 and \$141,970, 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 eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$11,927,000 and \$13,988,000 at May 31, 2021 and 2020, respectively.

Partnership real estate with a cost basis of approximately \$27,348,000 and \$35,896,000 at May 31, 2021 and 2020, respectively, provides collateral on these loans.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 6

#### <u>CONTINGENCIES (continued)</u>

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, 2021 and 2020.

#### NOTE 7 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2021 and 2020, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled \$228,239 and \$295,814, for the years ended May 31, 2021 and 2020, 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 \$55,138 and \$59,067 at May 31, 2021 and 2020, 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:

20.24

|                                               | 2021             | 2020              |
|-----------------------------------------------|------------------|-------------------|
| Cityside Housing Associates, LP               | \$ (9,509)       | \$ (9,505)        |
| Marlborough Homes, LP                         | (43)             | (27)              |
| Payson Village Senior Housing Associates, LP  | (12,524)         | (12,514)          |
| Railroad Square Senior Housing Associates, LP | (2,247)          | (2,071)           |
| Warwick Meadows Housing Associates, LP        | -                | (28)              |
| Woodcrest Drive Housing Associates, LP        | 180,727          | 222,842           |
| Westmill Senior Housing, LP                   | 49               | 64                |
| Keene Highland Housing Associates, LP         | -                | (269)             |
| Alstead Senior Housing Associates, LP         | (18,452)         | <u>(18,441</u> )  |
|                                               | <u>\$138,001</u> | <u>\$ 180,051</u> |

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 8

#### EQUITY INVESTMENT (continued)

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2021 and 2020.

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, 2021 and 2020.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 13**), and therefore the limited partnerships are included in the consolidated financial statements for the year ended May 31, 2021.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2021 and 2020, consists of the following:

|                                              | <u>2021</u>         | <u>2020</u>             |
|----------------------------------------------|---------------------|-------------------------|
| Total assets                                 | <u>\$_53.169</u>    | <u>\$ 56.632</u>        |
| Total liabilities<br>Capital/Member's equity | 15,200<br>37,969    | 16,530<br><u>40,102</u> |
|                                              | <u>\$    53,169</u> | <u>\$ 56,632</u>        |
| Income                                       | \$ 3,267            | \$ 3,408                |
| Expenses                                     | 4,719               | 4,707                   |
| Net loss                                     | <u>\$ (1.452)</u>   | <u>\$_(1,299)</u>       |

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### 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 \$296,322 and \$278,209 for the years ended May 31, 2021 and 2020, respectively.

#### NOTE 10 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

|                                                                                          | <u>2021</u> |                                             |           | <u>2020</u>                                |
|------------------------------------------------------------------------------------------|-------------|---------------------------------------------|-----------|--------------------------------------------|
| NNECAC – Annual Conference Fund<br>GAPS/Warm Fund<br>Transport<br>HS Parents Association | \$          | 16,646<br>101,736<br>90,000<br><u>6,967</u> | \$        | .4,814<br>91,725<br>40,000<br><u>7,933</u> |
| Total net assets with donor restrictions                                                 | <u>\$</u>   | 215,349                                     | <u>\$</u> | <u>144,472</u>                             |

#### NOTE 11 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was \$12,790 and \$14,888 designated by the board at May 31, 2021 and 2020, respectively.

#### NOTE 12 FORGIVENESS OF DEBT

During the years ended May 31, 2021 and 2020, 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 \$79,431 and \$79,338 for the years ended May 31, 2021 and 2020, respectively.

The Organization recognized forgiveness of debt of \$439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 15**.

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#### SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

# NOTE 13 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick 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 partnerships at the date of acquisition:

|                                                                             | Keene<br><u>Highland</u>                               | Warwick                                                      |
|-----------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------|
| Date of Transfer                                                            | 07/01/2020                                             | 01/01/2021                                                   |
| Cash<br>Security deposits<br>Cash reserves<br>Property, net<br>Other assets | \$ 156,907<br>21,321<br>391,456<br>2,769,245<br>25,946 | \$ 68,061<br>12,460<br>154,727<br>1,237,249<br><u>10,861</u> |
| Total assets                                                                | 3,364,875                                              | 1,483,358                                                    |
| Notes payable<br>Other liabilities                                          | 1,372,220<br><u>85,048</u>                             | 518,078<br>18,939                                            |
| Total liabilities                                                           |                                                        | 537,017                                                      |
| Partners' capital                                                           | 1,907,607                                              | 946,341                                                      |
| Partners' capital previously recorded as an investment in related parties   | 269                                                    | 28                                                           |
| Partners' capital transferred                                               | <u>\$ 1,907,876</u>                                    | <u>\$    946,369</u>                                         |

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2021 and 2020:

|                                                                                        | <u>2021</u>         | 2020                |
|----------------------------------------------------------------------------------------|---------------------|---------------------|
| Financial assets at year end:                                                          |                     |                     |
| Cash and cash equivalents                                                              | \$ 1,722,941        | \$ 1,400,153        |
| Accounts receivable                                                                    | 1,781,636           | 1,201,132           |
| Due from related party                                                                 | 55,138              | 59,067              |
| Notes receivable                                                                       | 2,357               | 2,357               |
| Cash escrow and reserve funds                                                          | 1,471,741           | 809,897             |
| Total financial assets                                                                 | <u> </u>            | 3,472,606           |
| Less amounts not available to be used within one year:                                 |                     |                     |
| Due from related party                                                                 | (55,138)            | (59,067)            |
| Notes receivable                                                                       | (2,357)             | (2,357)             |
| Reserve funds                                                                          | <u>(1,471,741</u> ) | (809,897)           |
| Total amounts not available within one year                                            | (1,529,236)         | (871,321)           |
| Financial assets available to meet general<br>expenditures over the next twelve months | <u>\$ 3.504.577</u> | <u>\$ 2.601.285</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 \$1,559,000 and \$1,215,000 at May 31, 2021 and 2020, 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 did 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 ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling \$439,070 has been recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 16

#### 6 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of \$150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for one year from the date of the note. Installments, including principal and interest, of \$641 monthly begin in June 2021. The balance of principal and interest will be payable in May 2050. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2021 were as follows:

| Year Ending   |   |   |          |         |  |
|---------------|---|---|----------|---------|--|
| <u>May 31</u> |   | 1 | Amount   |         |  |
| 2022          |   | í | \$       | 3,201   |  |
| 2023          |   |   |          | 3,585   |  |
| 2024          |   |   |          | 3,685   |  |
| 2025          |   |   |          | 3,788   |  |
| 2026          |   |   |          | 3,893   |  |
| Thereafter    | ı |   | <u> </u> | 131,848 |  |
| 1             |   |   | \$       | 150,000 |  |

#### NOTE 17 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 18 OTHER EVENTS

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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2021 AND 2020

#### NOTE 19 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 22, 2021, the date the financial statements were available to be issued.

#### SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES FOR THE YEAR ENDED MAY 31, 2021

|                                               |                          | Education           |                      |                      | Economic          |                   |                      | Management   |               |
|-----------------------------------------------|--------------------------|---------------------|----------------------|----------------------|-------------------|-------------------|----------------------|--------------|---------------|
|                                               | Home Energy              | and                 | Homeless             | Housing              | Development       | Other             | Total                | and          | 2021          |
|                                               | Programs                 | <u>Nutrition</u>    | Programs             | Services             | Services          | Programs          | Program              | General      | Total         |
| REVENUES                                      | •                        |                     |                      |                      |                   |                   |                      |              |               |
| Government contracts                          | \$ 4,633,049             | P 3 405 054         |                      |                      |                   |                   | • • • • • • • • •    |              |               |
| Program service fees                          | 3 4,633,049<br>1,028,348 | \$ 3,125,051        | \$ 5,267,961         | \$ 4,060             | \$ 795,997        | \$                | \$ 13,826,118        | S 625,379    | \$ 14,451,497 |
| Rental income                                 | 1,028,348                | •                   | 56,851               | 846,971              | •                 | 776,732           | 2,708,902            | •            | 2,708,902     |
| Support                                       |                          |                     | 90,984               | 1,566,630            |                   | 127               | 1,857,741            | •            | 1,657,741     |
|                                               | 55,162                   | 9,969               | 242,175              | -                    | 180,072           | 114,194           | 601,572              | 66           | 601,638       |
| Sponsorship                                   |                          | •                   | -                    | -                    | -                 | 21,703            | 21,703               | -            | 21,703        |
| Interest income                               | 13                       | 11                  | 198                  | 388                  | 22                | . 35              | 667                  | 735          | 1,402         |
| Forgiveness of debt                           | •                        | -                   | 56,411               | 23,020               | -                 | -                 | 79,431               | 439,070      | 518,501       |
| Miscellaneous                                 | 1,947                    | 3,908               | 4,613                | 119,379              | 25                | 39,362            | 169,234              | 69,862       | 239,096       |
| In-kind contributions                         | <u> </u>                 | 65,414              |                      | <u> </u>             | <u>-</u>          | <u> </u>          | 65,414               | -            | 65,414        |
| Total revenues and other support              | <u>\$ 5,718,519</u>      | <u>\$3.204.353</u>  | <u>\$ 5,719,193</u>  | <u>\$ 2,560,448</u>  | <u>\$ 976,116</u> | \$ 952,153 ·      | <u>\$ 19.130.782</u> | \$ 1.135.112 | \$ 20.265.894 |
| EXPENSES                                      |                          |                     |                      |                      |                   |                   |                      |              |               |
| Payroll                                       | \$ 486,387               | <b>\$</b> 1,518,514 | \$ 491,084           | \$ 725,103           | P 250.040         | e 100 100         | E 1044.007           |              |               |
| Payroll taxes                                 | 25.874                   | 106,568             | 37,005               | \$ 725,103<br>43,514 | \$ 350,843        | \$ 439,138        | 5 4,011,067          | \$ 752,116   | \$ 4,763,183  |
| Employee benefits                             | 171,270                  | 381,988             |                      |                      | 30,248            | 33,024            | 276,033              | 120,497      | 396,530       |
| Retirement                                    | 32,604                   | 85,776              | 144,229<br>24,671    | 263,870<br>51,308    | 55,553            | 180,793           | 1,197,703            | 46,508       | 1,244,211     |
| Adventising                                   | 32,004                   |                     |                      |                      | 20,760            | 14,238            | 229,357              | 66,965       | 298,322       |
| Bank charges                                  | 10                       | 3,100               | 386                  | 1.295                | 1,638             | -                 | 6,419                | 133          | 6,552         |
| Computer cost                                 | 225                      | 20.110              | 1,130                | 4,109                |                   | 11                | 5,260                | 8,766        | 14,026        |
| Contractual                                   | 1.007.401                | 28,110              | 12,051               | - 7,765              | 18,171            |                   | 64,322               | 183,132      | 247,454       |
| Depreciation                                  | 1,007,401                | 12.804              | 42,954               | 61,431               | 680               | 48,737            | 1,174,007            | 59,518       | 1,233,525     |
| Dues/registration                             | •                        | 26,438              | 117,967              | 603,938              |                   | 7,820             | 755,963              | 153,192      | 909,155       |
| Duplicating                                   | - 69                     | 2,290               | -                    | 320                  | 543               | -                 | 3,153                | 8,819        | 11,772        |
| Insurance                                     |                          | 8,160               | -                    |                      |                   | · · · · ·         | 8,229                | 4,588        | 12,817        |
| Interest                                      | 5,539                    | 15,035              | 33,483               | 57,881               | 15,298            | 6,890             | 134,128              | 43,490       | 177,618       |
| Meeting and conference                        |                          | 5,955               | 5,983                | 48,121               | ·                 | 1,690             | 61,749               | 113,918      | 175,687       |
| Miscellaneous expense                         | 2.863                    | -                   |                      | 840                  | 154               | 133               | 1,127                | 1,637        | 2,764         |
| Miscellaneous taxes                           | 2,803                    | -                   | 1,242                | 82,239               | 9,548             | 1,359             | 97,249               | 2,675        | 99,924        |
| Equipment purchases                           | -                        |                     | -                    | 101,224              | -                 | •                 | 101,224              | 300          | 101,524       |
| Office expense                                | 386                      | 3,330               |                      | 6,521                |                   | -                 | 10,237               | 2,808        | - 13,045      |
|                                               | 19,084                   | 17,479              | 60,872               | 11,834               | 2,568             | 749               | 112,586              | 49,579       | 162,165       |
| Postage<br>Professional fees                  | 300                      | 368                 | 126                  | 37                   | 348               | -                 | 1,179                | 31,999       | 33,178        |
| Staff development and training                | 1,050                    | -                   | 3,300                | 38,627               |                   |                   | 42,977               | 81,034       | 124,011       |
| Subscriptions                                 | 3.406                    | 1,327               | 165                  | 2,488                | 614               | 1,185             | 9,185                | 17,341       | 26,528        |
| Talephone                                     | 2,429                    |                     | -                    | 98                   | -                 |                   | 86                   | 2,767        | 2,865         |
| Trevel -                                      | 2,429<br>6,104           | 3,108               | 20,692               | 18.872               | 2,299             | - 1,117           | 48,515               | 47,535       | 96,050        |
| Vehicle                                       | 6,104                    | 12,328<br>4,170     | 7,212                | 9,515                | 16,338            |                   | 51,497               | 5,675        | 57,172        |
| Rent                                          | 0,147                    | 4,170               | 1,748                | 41,329               | 35,941            | 9,852             | 99,187               | 3,912        | 103,099       |
| Space costs                                   | •                        |                     | -                    | 740 700              | 21,112            |                   | 45,771               |              | 45,771        |
| Direct client assistance                      | 3,788,549                | 122,478<br>179,702  | 384,093<br>4,126,109 | 718,703<br>12,971    | 16,731<br>24,399  | 114<br>3,782      | 1,242,119            | 139,968      | 1,382,087     |
| in-kind expenses                              | 0,100,049                | 65,414              | 4,120,108            | 12,971               | 24,388            | 3,782             | 8,135,512            | •            | 8,135,512     |
|                                               |                          | 00,414              | <u> </u>             |                      | <u>.</u>          | <u> </u>          | 65,414               | <u></u>      | 65,414        |
| TOTAL FUNCTIONAL EXPENSES BEFORE              |                          |                     |                      |                      | ,                 |                   |                      |              |               |
| MANAGEMENT AND GENERAL ALLOCATION             | 5,559,497                | 2,629,099           | 5,516,502            | 2,913,953            | 621,784           | 750,430           | 17,991,265           | 1,948,672    | 19,939,937    |
| Allocation of management and general expenses | 602,181                  | 284,763             | 597,504              | 315,616              | 67,347            | 81,281            | 1,948,672            | (1,948,672)  | <u> </u>      |
| TOTAL FUNCTIONAL EXPENSES                     | <u>\$ 6,161,658</u>      | \$ 2,913,862        | <u>\$ 6,114,006</u>  | <u>\$ 3,229,569</u>  | \$ 689,131        | <u>\$ 831,711</u> | <u>\$ 19,939,937</u> | <u>s.</u>    | \$ 19,939,937 |

#### See Independent Auditors' Report

#### SOUTHWESTERN COMMUNITY SERVICES. INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES FOR THE YEAR ENDED MAY 31, 2020

|                                                                       | Education           |                     |                     |                     | Economic          |                      |                            |                   |                      |  |
|-----------------------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------|----------------------|----------------------------|-------------------|----------------------|--|
|                                                                       | Home Energy         | and                 | Homeless            | Housing             | Development       | Other                | . Total                    | Management        | 2020                 |  |
|                                                                       | Programs            | Nutrition           | Programs            | Services            | Services          | Programs             | Program                    | and General       | <u>Total</u>         |  |
| REVENUES                                                              |                     |                     |                     |                     |                   |                      |                            |                   |                      |  |
| Government contracts                                                  | \$ 4,518,118        | \$ 3.020.857        | \$ 1,759,258        | \$ 21,581           | \$ 797,710        | e 33 000             |                            | · F 400 300       | + 10.040 TO4         |  |
| Program service fee                                                   | 832,454             | ÷ 5,020,657         | 66,804              | 985,951             | 3 /9/,/10         | \$ 33,809<br>707,147 | \$ 10,151,333<br>2,595,852 | \$ 468,388        | \$ 10,619,721        |  |
| Rental income                                                         | 002,404             | -                   | 97.328              | 1,067,704           | 3,490             | /0/,14/              |                            | 9,964             | 2,605,816            |  |
| Developer fee income                                                  | · · · · · ·         | •                   | 87,320              | 1,007,704           | •                 | -                    | 1,165,032                  | •                 | 1,165,032            |  |
| Support                                                               | 81,387              | 36.421              | 219,105             | 1,000               | *** ***           | 444.044              | 1,508                      | -                 | 1,508                |  |
| Sponsorship                                                           | 01,007              | 6,809               | 213,100             | -                   | 114,117           | 114,844              | 565,874                    | 27,736            | 593,610              |  |
| Interest income                                                       | 12                  | 17                  | 1,382               | 2,559               | 35                | 19,737               | 26,546                     | -                 | 26,546               |  |
| Forgiveness of debt                                                   | 12                  |                     | 56,318              | • • • •             | - 35              | 11                   | 4,016                      | 5,208             | 9,224                |  |
| Miscellaneous                                                         | 2,860               | 3,381               |                     | 23,020              |                   | -                    | 79,338                     |                   | 79,338               |  |
| In-kind contributions                                                 | 2,000               |                     | 21,160              | 77,326              | 19,460            | -                    | 124,187                    | 23,926            | 148,113              |  |
|                                                                       |                     | 167,553             |                     | <u> </u>            | -                 | <u>`</u>             | 167,553                    |                   | 167,553              |  |
| Total revenues                                                        | <u>\$ 5,434,831</u> | <u>\$ 3.235.038</u> | <u>\$_2.221.355</u> | <u>\$_2.179.649</u> | <u>\$ 934,818</u> | <u>\$ 875.548</u>    | <u>\$ 14.881.239</u>       | <u>\$ 535,222</u> | <u>\$ 15,416,461</u> |  |
| EXPENSES                                                              |                     |                     |                     |                     | -                 |                      |                            |                   |                      |  |
| Payroll                                                               | \$ 467,456          | \$ 1,374,787        | \$ 335,905          | \$ 735,214          | \$ 435,177        | \$ 424,014           | S 3,772,553                | \$ 731,826        | \$ 4,504,379         |  |
| Payroll taxes                                                         | 36,287              | 107,590             | 25,586              | 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            | 1,268,284            |  |
| 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                     | 168,243           | 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              |  |
| Duestregistration                                                     | -                   | 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<br>Miscellaneous expense                       | 457                 | 1,042               | 262                 | 4,913               | 1,118             | 2,029                | 9,821                      | 13,879            | 23,700               |  |
| Miscellaneous taxes                                                   | 3,543               | 1,597               | 60                  | 44,189              | 4,722             | 163                  | 54,274                     | 18,105            | 72,379               |  |
| Equipment purchases                                                   |                     |                     | -                   | 61,942              | -                 | -                    | 61,942                     | 200               | 62,142               |  |
| Office expense                                                        | 24,948              | 1.648               |                     | 6,426               | · · · ·           | -                    | 33,020                     | 30                | 33,050               |  |
| Postage                                                               | 20,017<br>240       | 8.744               | 6,002               | 9,148               | 10,480            | 33                   | 54,424                     | 24,136            | 78,560               |  |
| Professional                                                          | 240 2.045           | 261                 | 123                 | 189                 | , 252             |                      | 1,065                      | 24,447            | 25,512               |  |
| Staff development and training                                        | 2.045               |                     | 3,200               | 28,718              | •                 | 706                  | 34,669                     | 89,175            | 123,844              |  |
| Subscriptions                                                         | -                   | 2,135               | 648                 | 1,208               | 415               | 3,088                | 7,494                      | 2,787             | 10,281               |  |
| Telephone                                                             | 2,283               | 1,968               | 17,624              | 95<br>17,959        | 3,179             |                      | 95                         | 1.801             | 1,896                |  |
| Travel                                                                | 6.792               | 16,310              | 12,602              |                     |                   | 1,166                | 44,179                     | 41,601            | 85,780               |  |
| Vehicle                                                               | 3,902               | 5,121               | 5,574               | 7,545<br>30,678     | . 30,585          | 15                   | 73,849                     | 3,031             | 76,680               |  |
| Rent                                                                  | 0.002               | 25,570              | 5,574               | 30,070              | 36,849            | 9,696                | 91,820<br>25,570           | 8,202             | 100.022 -            |  |
| Space costs                                                           | _                   | 174.312             | 352,469             | 583,375             | 2.699             | 89                   |                            |                   | 25,570               |  |
| Direct client assistance                                              | 3,637,530           | 208,759             | 999,499             | 12,920              |                   | 418                  | 1,112,944                  | 100,446           | 1,213,390            |  |
| In-kind expenses                                                      |                     | 167,553             |                     |                     | 33,124            | 418                  | 4,892,250<br>167,553       |                   | 4,892,250<br>167,553 |  |
| TOTAL FUNCTIONAL EXPENSES BEFORE<br>GENERAL AND MANAGEMENT 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             | 341,878             | 262,124             | 309,572             | 93,834            | 98,627               | 1,761,642                  | (1,761,842)       | <u>-</u>             |  |
| · TOTAL FUNCTIONAL EXPENSES                                           | <u>\$ 5,809,598</u> | \$ 3,029,488        | <u>\$ 2,322,779</u> | \$_2,743,232        | <u>\$ 831,497</u> | <u>\$ 873,969</u>    | <u>\$ 15,610,563</u>       | <u>\$</u>         | <u>5 15,610,563</u>  |  |

See Independent Auditors' Report

#### SOUTHWESTERN COMMUNITY SERVICES. INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

| FEDERAL GRANTOR/<br>PASS-THROUGH GRANTOR/PROGRAM TITLE                                                                                                                               | ASSISTANCE<br>LISTING<br><u>NUMBER</u>         | PASS-THROUGH<br>GRANTOR'S NAME                                                                                                                             | GRANTOR'S NUMBER                                                                                                  |                                              | DERAL<br>NDITURE                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------|
| U.S. Department of Agriculture<br>Special Supplemental Nutrition Program for<br>Women, Infants, and Children (WIC)<br>Child and Adult Care Food Program<br>Food Distribution Cluster | 10.557<br>10.558                               | State of NH, Department of Health & Human Services<br>State of NH, Department of Education                                                                 | 010-090-52600000-102-500734<br>Unknown                                                                            |                                              | \$ 325,849<br><u>165,379</u>         |
| Commodity Supplemental Food Program<br>Commodity Supplemental Food Program<br>Commodity Supplemental Food Program (Food Commodities)                                                 | 10.565<br>10.565                               | State of NH, Department of Health & Human Services<br>Community Action Program Belknap-Merrimack Counties                                                  | 010-090-52600000-102-500734<br>Unknown                                                                            | \$ 2,400<br>202,800                          | 205,200                              |
| Total U.S. Department of Agriculture                                                                                                                                                 |                                                |                                                                                                                                                            |                                                                                                                   |                                              | <u>\$ 696,428</u>                    |
| U.S. Department of Housing and Urban Development<br>Emergency Solutions Grant Program<br>COVID-19 Emergency Solutions Grant Program                                                  | 14.231<br>14.231                               | State of NH, DHHS, Bureau of Homeless & Housing<br>State of NH, DHHS, Bureau of Homeless & Housing                                                         | 05-95-95-958310-717600000-102-50731<br>05-95-42-423010-79270000                                                   | \$ 142,269<br>86,100                         | <u>\$ 228,369</u>                    |
| Supportive Housing Program<br>Shelter Plus Care<br>Continuum of Care Program                                                                                                         | 14.235<br>14.238<br>14.267                     | State of NH, DHHS, Bureau of Homeless & Housing<br>State of NH, DHHS, Bureau of Homeless & Housing<br>State of NH, DHHS, Bureau of Homeless & Housing      | 05-95-95-958310-717600000-102-50731<br>05-95-95-958310-717600000-102-50731<br>05-95-95-958310-717600000-102-50731 |                                              | 116,879<br>309,035<br>371,328        |
| Total U.S. Department of Housing and Urban Development                                                                                                                               |                                                |                                                                                                                                                            |                                                                                                                   |                                              | <u>\$ 1,025,611</u>                  |
| <u>U.S. Department of Labor</u><br>WIOA Cluster<br>WIOA Adult Program<br>WIOA Dislocated Worker Formula Grants                                                                       | 17.258<br>17.278                               | Southern NH Services<br>Southern NH Services                                                                                                               | Unknown<br>Unknown                                                                                                | \$ 35,453<br>11,255                          | \$46708                              |
| Total U.S. Department of Labor/WIOA Cluster                                                                                                                                          |                                                |                                                                                                                                                            | CUCIENT                                                                                                           |                                              | <u>\$ 46,708</u><br><u>\$ 46,708</u> |
| <u>U.S. Department of Transportation Federal Transit Administrati</u><br>Formula Grants for Rural Areas                                                                              | <u>on (FTA)</u><br>20.509                      | State of NH, Department of Transportation                                                                                                                  | 04-96-96-964010-2918                                                                                              |                                              | \$ 481,482                           |
| Transit Services Programs Cluster<br>Enhanced Mobility of Seniors and Individuals with Disabilities                                                                                  | 20.513                                         | State of NH, Department of Transportation                                                                                                                  | 04-96-96-964010-2916                                                                                              |                                              | 50,512                               |
| Total U.S. Department of Transportation Federal Transit Administ                                                                                                                     | ration (FTA)                                   |                                                                                                                                                            |                                                                                                                   | •                                            | <u>\$ 531,994</u>                    |
| U.S. Department of Treasury<br>Coronavirus Relief Fund<br>Coronavirus Relief Fund<br>Coronavirus Relief Fund<br>Coronavirus Relief Fund                                              | 21.019<br>21.019<br>21.019<br>21.019<br>21.019 | State of NH, DHHS, Division of Economic & Housing<br>Stability<br>New Hampshire Housing<br>New Hampshire Housing<br>Monadnock Developmental Services, Inc. | SS-2021-BHS-03-HOUSI-04<br>Shelter Decompression<br>Shelter Decompression<br>Long Term Care Stabilization Program | \$ 2,210,738<br>127,814<br>51,625<br>\$8,050 | <u>\$         2,448,227</u>          |
|                                                                                                                                                                                      |                                                |                                                                                                                                                            |                                                                                                                   |                                              |                                      |

See Notes to Schedule of Expenditures of Federal Awards

#### SOUTHWESTERN COMMUNITY SERVICES. INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

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| FEDERAL GRANTOR/<br>PASS-THROUGH GRANTOR/PROGRAM TITLE                                                                                                                 | ASSISTANCE<br>LISTING<br><u>NUMBER</u> | PASS-THROUGH<br>GRANTOR'S NAME                                                                                                           | GRANTOR'S NUMBER                                                   | FEDI<br>EXPEN            | ERAL<br>DITURE                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------|-----------------------------------------------|
| U.S. Department of Treasury (continued)<br>Emergency Rental Assistance Program                                                                                         | 21.023                                 | New Hampshire Housing                                                                                                                    |                                                                    |                          | <u>\$                                    </u> |
| Total U.S. Department of Treasury                                                                                                                                      |                                        |                                                                                                                                          |                                                                    |                          | <u>\$ 3,633,155</u>                           |
| <u>U.S. Small Business Administration</u><br>Disaster Assistance Loans                                                                                                 | 59.008                                 | Direct Award                                                                                                                             | EIDL #1272708008                                                   |                          | <u>\$ 150,000</u>                             |
| Total U.S. Small Business Administration                                                                                                                               |                                        |                                                                                                                                          |                                                                    |                          | <u>\$ 150,000</u>                             |
| U.S. Department of Energy<br>Weatherization Assistance for Low-Income Persons                                                                                          | 81.042                                 | State of NH, Office of Energy & Planning                                                                                                 | 01-02-024010-7706-074-500587                                       |                          | <u>\$</u> 257,105                             |
| Total U.S. Department of Energy                                                                                                                                        |                                        |                                                                                                                                          |                                                                    |                          | <u>\$</u> 257,105                             |
| U.S. Department of Health & Human Services<br>Aging Cluster<br>Special Programs for the Aging, Title III, Part B,<br>Grants for Supportive Services and Senior Centers | 93,044                                 | State of NH, Office of Energy & Planning                                                                                                 | 01-02-024010-7706-074-500587                                       | \$ 4,867                 |                                               |
| Special Programs for the Aging, Title III, Part B,<br>Grants for Supportive Services and Senior Centers                                                                | 93.044                                 | State of NH, DHHS, Bureau of Elderly & Adult Services                                                                                    | 05-95-48-481010-7872                                               | 37,929                   | \$42,796                                      |
| TANF Cluster<br>Temporary Assistance for Needy Families                                                                                                                | 93.558                                 | Southern NH Services                                                                                                                     | Unknown                                                            |                          | 138,773                                       |
| Low Income Home Energy Assistance (Fuel Assistance)<br>Low Income Home Energy Assistance (BWP)                                                                         | 93.568<br>93.568                       | State of NH, Office of Energy & Planning<br>State of NH, Office of Energy & Planning<br>State of NH, DHHS, Administration for Children & | 01-02-02-024010-77050000-500587<br>01-02-02-024010-77050000-500587 | _ 4,163,409<br>_ 158,764 |                                               |
| COVID-19 Low Income Home Energy Assistance                                                                                                                             | 93.568                                 | Familes, Office of Community Services                                                                                                    | Grant #2001NHE5C3                                                  | 40,746                   | 4,362,919                                     |
| Community Services Block Grant                                                                                                                                         | 93,569                                 | State of NH, DHHS, Div. of Family Assistance<br>State of NH, DHHS, Division of Economic & Housing                                        | - 500731                                                           | 367,841                  |                                               |
| COVID-19 Community Services Block Grant                                                                                                                                | 93.569                                 | Stability                                                                                                                                | 500731                                                             | 234,886                  | 602,727                                       |
| Community Services Block Grant - Discretionary                                                                                                                         | 93.570                                 | State of NH, DHHS, Div. of Family Assistance                                                                                             |                                                                    |                          | 22,652                                        |

See Notes to Schedule of Expenditures of Federal Awards

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#### SOUTHWESTERN COMMUNITY SERVICES, INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

| FEDERAL GRANTOR/<br>PASS-THROUGH GRANTOR/PROGRAM TITLE                                                                       | ASSISTANCE<br>LISTING<br><u>NUMBER</u> | PASS-THROUGH<br>GRANTOR'S NAME              | GRANTOR'S NUMBER         | FEDERAL<br>EXPENDITURE                      |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------|--------------------------|---------------------------------------------|
| <u>U.S. Department of Health &amp; Human Services (continued)</u><br>Head Start Cluster<br>Head Start<br>COVID-19 Head Start | 93.600<br>93.600                       | Direct Funding<br>Direct Funding            | 01CH011494<br>01HE000388 | \$ 2,401.431<br>131,202 <b>\$</b> 2,532,633 |
| Total U.S. Department of Health & Human Services                                                                             |                                        |                                             |                          | \$ 7,702,500                                |
| U.S. Department of Homeland Security<br>Emergency Food and Shelter National Board Program                                    | 97.024                                 | State of NH, DHHS, Office of Human Services | Unknown                  | \$11,008                                    |
| Total U.S. Department of Homeland Security                                                                                   |                                        |                                             |                          | <u>\$ 11,008</u>                            |
| TOTAL                                                                                                                        |                                        |                                             |                          | <u>\$ 14,054,509</u>                        |

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See Notes to Schedule of Expenditures of Federal Awards 36

# SOUTHWESTERN COMMUNITY SERVICES, INC.

# NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

# 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, 2021. 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, 2021.



CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

# SOUTHWESTERN COMMUNITY SERVICES, 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 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, 2021, and the related consolidated statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 22, 2021.

### 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.

Jeone Micromull & hokuts Produssional association

October 22, 2021 Wolfeboro, New Hampshire



CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

# SOUTHWESTERN COMMUNITY SERVICES, 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 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, 2021. 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, 2021.

# **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, 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 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 internal control over compliance is a deficiency or internal control over compliance is a deficiency or 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.

Seone Milommell & Rokuts Profussional association

October 22, 2021 Wolfeboro, New Hampshire

#### SOUTHWESTERN COMMUNITY SERVICES, INC.

# SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED MAY 31, 2021

# 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).
- The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Community Services Block Grant, 93.569, and Head Start, 93.600; and U.S. Department of Treasury; Coronavirus Relief Fund, 21.019, and Emergency Rental Assistance Program, 21.023;
- 8. The threshold for distinguishing Type A and B programs was \$750,000.
- 9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

# FINDINGS - FINANCIAL STATEMENTS AUDIT

None

## FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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# SOUTHWESTERN COMMUNITY SERVICES, INC.

# SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED MAY 31, 2021

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, 2020.

# Southwestern Community Services, Inc. Board of Directors - 2022 Composition

CHESHIRE COUNTY

SULLIVAN COUNTY

Ron Nason SCS Tenant

**Brianna Trombi** Had Start Policy Council Parent Representative Mary Lou Huffling Fall Mountain Emergency Food Shelf Alstead Friendly Meals

Anne Beattie Newport Service Organization

Kevin Watterson, Chair Clarke Companies (retired)

**Dominic Perkins** Savings Bank of Walpole

**Jay Kahn** State Senator, District 10

Open

**David Edkins** Town of Walpole .

Kerry Belknap Morris, M.Ed. Early Childhood Education River Valley Community College

**Derek Ferland** Sullivan County Manager

Open 🔍

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# CONSTITUENT SECTOR

Private Sector

Public Sector

# **KAYLA CHRISTENSON**

January 2021

# EXPERIENCE

# OCTOBER 2018 - PRESENT

# SUPPORTIVE HOUSING PROGRAM COORDINATOR, SOUTHWESTERN COMMUNTLY 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

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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

# 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; .*lanuary* 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

#### 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

- Computer Knowledge
- Fundraising
- Compassionate
- Professional
- Leadership
- Creative

# <u>Lori A. Hathaway</u>

Keene, New Hampshire 03431

There and and the stands in the set of the

# 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 |

# CRAIG A. HENDERSON

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#### 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

| ٠ | B.A | Psychology with a specialization in counseling | <br>May, 1999 |
|---|-----|------------------------------------------------|---------------|
|   | B.S | Business Management                            |               |
|   |     | Keene State College                            | •             |
|   |     | Keene, NH 03435                                |               |
|   |     | )                                              |               |

# EMPLOYMENT HISTORY

# Henderson & Bosley Property Management President

8/02-Present Kecne, 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 Director of Housing Stabilization Services

05/16-Present Keene, NH

> 10/07-05/16 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

#### **Assistant Director of Housing Stabilization Services**

- Monitor quality of services, operation of assigned programs, facilities, and staff.
- Process and certify tenant/client applications for all Supportive Housing Programs; facilitate movein 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 Services02/03-10/07Long Term Transitional Housing Program AdministratorKeene, 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 Real Estate Sales Associate

1/02-3/04 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

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Vision Appraisal 1 echnology 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

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# Southwestern Community Services, Inc.

# Key Personnel - Shelter Plus Care

| Job Title                                | Salary                                                                                                                                                   | % Paid<br>from this<br>Contract                                                                                                                                              | Amount Paid<br>from this<br>Contract                                                                                                                                                    |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Supportive Housing Case Manager          | \$33,280                                                                                                                                                 | 10%                                                                                                                                                                          | \$3,328                                                                                                                                                                                 |
| Supportive Housing Case Manager          | \$35,360                                                                                                                                                 | 15%                                                                                                                                                                          | \$5,304                                                                                                                                                                                 |
| Supportive Housing Program Coordinator   | \$37,440                                                                                                                                                 | 20%                                                                                                                                                                          | \$7,488                                                                                                                                                                                 |
| Data Specialist/Administrative Assistant | \$33,280                                                                                                                                                 | 2%                                                                                                                                                                           | \$665.60                                                                                                                                                                                |
| Director - HSS                           | \$51,043                                                                                                                                                 | 5%                                                                                                                                                                           | \$2,552                                                                                                                                                                                 |
|                                          | Supportive Housing Case Manager<br>Supportive Housing Case Manager<br>Supportive Housing Program Coordinator<br>Data Specialist/Administrative Assistant | Supportive Housing Case Manager\$33,280Supportive Housing Case Manager\$35,360Supportive Housing Program Coordinator\$37,440Data Specialist/Administrative Assistant\$33,280 | Supportive Housing Case Manager\$33,28010%Supportive Housing Case Manager\$35,36015%Supportive Housing Program Coordinator\$37,44020%Data Specialist/Administrative Assistant\$33,2802% |



Lori A. Shibloette 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.dbhs.nh.gov

#### 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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to Individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in bold, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

| Area Served | Current<br>Amount                 | increase<br>(Decrease)                                    | Revised<br>Amount                                                                                                                                                                            | Current<br>Completion<br>Date                                                                                                                                                                                                                                     | Revised<br>Completion<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------|-----------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Statewide   | \$77,048                          | \$38,524                                                  | \$115,572                                                                                                                                                                                    | June 30,<br>2021                                                                                                                                                                                                                                                  | June 30,<br>2022                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|             |                                   |                                                           |                                                                                                                                                                                              |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Statewide   | \$173,444                         | \$86,722                                                  | \$260,166                                                                                                                                                                                    | June 30,<br>2021                                                                                                                                                                                                                                                  | June 30,<br>2022                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|             |                                   |                                                           |                                                                                                                                                                                              |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Concord     | \$308,452                         | \$219,915                                                 | \$528,367                                                                                                                                                                                    | August 31,<br>2021                                                                                                                                                                                                                                                | August 31,<br>2022                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|             |                                   |                                                           |                                                                                                                                                                                              |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Concord     | \$137,170                         | <b>\$</b> 68,585                                          | , <b>\$</b> 205,755                                                                                                                                                                          | June 30,<br>2021                                                                                                                                                                                                                                                  | June 30,<br>2022                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|             | Statewide<br>Statewide<br>Concord | AmountStatewide\$77,048Statewide\$173,444Concord\$308,452 | Amount         (Decrease)           Statewide         \$77,048         \$38,524           Statewide         \$173,444         \$86,722           Concord         \$308,452         \$219,915 | Amount         (Decrease)         Amount           Statewide         \$77,048         \$38,524         \$115,572           Statewide         \$173,444         \$86,722         \$260,168           Concord         \$306,452         \$219,915         \$528,387 | Amount         (Decrease)         Amount         Completion<br>Date           Statewide         \$77,048         \$38,524         \$115,572         June 30,<br>2021           Statewide         \$173,444         \$86,722         \$260,166         June 30,<br>2021           Concord         \$308,452         \$219,915         \$528,367         August 31,<br>2021           Concord         \$137,170         \$68,585         \$205,755         June 30, |

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

# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

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| The Lakes Region                                                                          |                                             |                               |                   |                   | ···                |                          |
|-------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------|-------------------|-------------------|--------------------|--------------------------|
| Mental Health<br>Center, Inc.,<br>Laconia, NH<br>#154480-8001                             | Laconia                                     | \$202,046                     | <b>\$107,170</b>  | \$309,216         | June 30,<br>2021   | June 30,<br>2022         |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$248,042                     | \$170,352         | \$416,394         | August 31,<br>2021 | August 31,<br>2022       |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Statewide                                   | \$173,104                     | \$86,552          | \$259,656         | June 30,<br>2021   | Ju <b>ne</b> 30,<br>2022 |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$570,368                     | <b>\$</b> 292,036 | <b>\$</b> 862,404 | June 30,<br>2021   | June 30,<br>2022         |
| The Mental Health<br>Center for Southern<br>New Hampshire<br>Derry, NH<br>#174118-R001    | Western<br>Rockingham<br>County             | <b>\$</b> 540,8 <del>94</del> | \$286,119         | \$827,013         | June 30,<br>2021   | June 30,<br>2022         |
| The Mental Health<br>Center for<br>Southern New<br>Hampshire<br>Derry, NH<br>#174116-R001 | Western<br>Rockingham<br>& Coos<br>Counties | \$979,973                     | \$758,031         | \$1,738,004       | July 31,<br>2021   | July 31,<br>2022         |
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-8009             | Statewide                                   | \$261,844                     | \$130;822         | \$392,466         | June 30,<br>2021   | June 30,<br>2022         |
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-8009             | Grafton,<br>Coos, &<br>Carroll<br>Counties  | \$178,638                     | \$90,399          | \$269,037         | June 30,<br>2021   | June 30,<br>2022         |
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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title                | Job<br>Number | Current<br>Budget   | Increased<br>(Decreased)<br>Amount | Revised<br>Budget   |
|-------------------------|--------------------|----------------------------|---------------|---------------------|------------------------------------|---------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$1,606,764         | \$0                                | <b>\$1</b> ,606,764 |
| 2021                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | <b>\$2</b> ,145,410 | \$0                                | \$2,145,410         |
| 2022                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$96,649            | \$2,215,9 <u>2</u> 8               | <b>\$2</b> ,312,577 |
| 2023                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$0                 | \$119,299                          | \$119,299           |
|                         |                    |                            | Total:        | \$3,848,823         | \$2,335,227                        | \$6,184,050         |

#### EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urbarn Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information; as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

or Shibinette

Lori A. Shibinette Commissioner

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

This Amendment to the Continuum of Care Program, Shelter Plus Care (SPC) 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 19, 2019, (Item #46), and as amended on May 6, 2020, (Item #37), 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 Standard Contract Language, Section 2, Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2022

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

\$862,404

- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1 NH0057L1T001809 (Grant Year 1)
    - 1.2.4.2. NH0057L1T001910 (Grant Year 2)
    - 1.2.4.3. NH0057L1T002011 (Grant Year 3)
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$862,404.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|                                  | <u>Grant Year 1</u> | Grant Year 2    | Grant Year 3    |
|----------------------------------|---------------------|-----------------|-----------------|
| 1.2.8.1. Rental Assistance       | \$268,152           | \$274,872       | \$278,364       |
| 1.2.8.2. Administrative Expenses | <u>\$13,672</u>     | <u>\$13,672</u> | <u>\$13,672</u> |
| 1.2.8.3. Total Program Amount    | \$281,824           | \$288,544       | \$292,036       |

Southwestern Community Services, Inc.

Date

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

6/11/2021

Date

-DocuSigned by: Christine Santaniello

Name: Christine Santaniello Title: Director

Southwestern Community Services, Inc.

----- DocuSigned by:

Manning WW.

Name: John Manning

Title: CEO

6/9/2021

Date

Southwestern Community Services, Inc.

A-S-1.0

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

# OFFICE OF THE ATTORNEY GENERAL

6/11/2021

Date

Catherine Pinos Name: Title: Attorney

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

#### OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

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A-S-1.0

APR23'20 PM 2:43 DA5



# STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

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

Christine L. Santaniello Director

April 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46. 100% Federal Funds.

| Vendor Name                                                                               | Vendor<br>Code  | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount |
|-------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|------------------------|-------------------|
| Community<br>Action<br>Partnership<br>Strafford<br>County,<br>Dover, NH                   | 177200-<br>B004 | Statewide   | \$38,524          | \$38,524               | \$77,048          |
| Community<br>Action<br>Program<br>Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | 177203-<br>8003 | Statewide   | \$86,722          | \$86,722               | \$173,444         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$99,046          | \$101,469              | \$200,515         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$68,585          | \$68,585               | \$137,170         |

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

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# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

| The Lakes<br>Region Mental<br>Health Center,<br>Inc.,<br>Laconia, NH         | 154480-<br>B001 | Laconia                                      | <b>\$99,83</b> 5 | \$102,211   | \$202,046   |
|------------------------------------------------------------------------------|-----------------|----------------------------------------------|------------------|-------------|-------------|
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$85,230         | \$87,728    | \$172,958   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Statewide                                    | \$86,552         | \$86,552    | \$173,104   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$281,824        | \$288,544   | \$570,368   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$267,435        | \$273,459   | \$540,894   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$273,230        | \$303,674   | \$576,904   |
| Tri-County<br>Community<br>Action<br>Program Inc., A<br>Berlin, NH           | 177195-<br>B009 | Statewide                                    | \$130,822        | \$130,822   | \$261,644   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959         | \$89,679    |             |
| 1 .                                                                          | 1               | Total:                                       | \$1,606,764      | \$1,657,969 | \$3,264,733 |

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#### His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES; HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title               | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|---------------------------|---------------|-------------------|------------------------------------|-------------------|
| 2020                    | 102-50073,1        | Contracts for<br>Prog Svc | TBD           | \$1,606,764       | \$0                                | \$1,606,764       |
| 2021                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$0               | \$1,657,696                        | \$1,657,696       |
|                         |                    |                           | Total         | \$1,606,764       | \$1,657,969                        | \$3,264,733       |

#### EXPLANATION

This request is **Sole Source** because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

#### Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted,

Lori A. Shibinette Commissioner

New Hampshire Department of Health and Human Services Continuum of Care, Shelter Plus Care (SPC)



#### State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, Shelter Plus Care (SPC)

This 1<sup>st</sup> Amendment to the Continuum of Care, Shelter Plus Care (SPC) contract (hereinafter referred to as "Amendment #1") 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 nonprofit corporation with a place of business at 63 Community Way, P.O. Box 603, Keene, NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, the Contract may be amended and extended 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, increase the price limitation, or 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 1.7, Completion Date, to read:

Júne 30, 2021.

 Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$570,368.

3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

1.2.4.1 NH0057L1T001809 (Grant Year 1)

1.2.4.2. NH0057L1T001910 (Grant Year 2)

4. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1, to read:

1.2.7.1 Not to exceed \$570,368

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Shelter Plus Care Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| `        |                         | <u>Grant Year 1</u> | Grant Year 2    |
|----------|-------------------------|---------------------|-----------------|
| 1.2.8.1. | Rental Assistance       | \$268,152           | \$274,872       |
| 1.2.8.2. | Administrative Expenses | <u>\$13,672</u>     | <u>\$13.672</u> |
| 1.2.8.3  | Total Program Amount    | \$281,824           | \$288,544       |

Southwestern Community Services, Inc. SS-2020-BHS-04-PERMA-20-A01 Amendment #1 Page 1 of 3

Contractor Initials



# New Hampshire Department of Health and Human Services Continuum of Care, Shelter Plus Care (SPC)

All terms and conditions of the Contract not inconsistent with this Amendment #1 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

Nar Tille: DEHS 00

Southwestern Community Services, Inc.

Name John Manning Tille, Chief Executive Officer

<u>3-26-20</u> Date

Southwestorn Community Services, Inc. SS-2020-BHS-04-PERMA-20-A01

Amendmeni #1 Page 2 of 3

8/24/2010



# New Hampshire Department of Health and Human Services Continuum of Care, Shelter Plus Care (SPC)

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

OFFICE OF THE ATTORNEY GENERAL

CHA:

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:

Southwestern Community Services, Inc. SS-2020-BHS-04-PERMA-20-A01

Amendment#1 Page 3 of 3

1) 120 24



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HLP MAR

# STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers Commissioner

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

May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Féderal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020, 100% Federal Funds.

| Vendor Name                                                                                     | Project Name                                         | Vendor #    | Location                           | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------|------------------------------------|--------------------|
| Community Action<br>Partnership Strafford County                                                | Coordinated Entry                                    | 177200-8004 | Statewide                          | \$38,524           |
| Community Action Program<br>Belknap-Merrimack Counties,<br>Inc.                                 | Coordinated Entry                                    | 177203 8003 | Statewide                          | \$66,722           |
| FIT/NHNH, Inc.                                                                                  | Concord Community<br>Leasing II Permanent<br>Housing | 157730-8001 | Concord                            | \$99,046           |
| FIT/NHNH, Inc.                                                                                  | Concord Permanent<br>Housing                         | 157730-B001 | Concord                            | \$68,585           |
| The Lakes Region Mental<br>Health Center, Inc.                                                  | McGrath Street<br>Permanent Housing                  | 154480-B001 | Laconia                            | \$99,835           |
| Southwestern Community<br>Services, Inc.                                                        | Permanent Housing<br>Cheshire County                 | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$85,230           |
| Southwestern Community<br>Services, Inc.                                                        | Coordinated Entry                                    | 177511-R001 | Statewide                          | \$86,552           |
| Southwestern Community<br>Services, Inc.                                                        | Shelter Plus Care<br>Permanent Housing               | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$281,824          |
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Family Housing I<br>Permanent Housing                | 174116-R001 | Western<br>Rockingham<br>County    | \$267,435          |

# His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 4

| Vendor Name                                                                                     | Project Name                                 | Vendor #         | Location                                     | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|------------------|----------------------------------------------|--------------------|
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Përmanent Housing I                          | √<br>174116-R001 | Western<br>Rockingham<br>County              | <b>\$2</b> 73,230  |
| Tri-County Community Action<br>Program, Inc.                                                    | Coordinated Entry                            | 177195-B009      | Statewide                                    | \$130.822          |
| Tri-County Community Action<br>Program, Inc.                                                    | Permanent Supportive<br>Housing I, Expansion | 177195-B009      | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959           |
| \<br>\                                                                                          | Total:                                       | 1,606,764        |                                              |                    |

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office 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 PROGRAM

| State Fiscal Year Class/Account |            | Class Title                    | Job Number | Атоилт      |  |
|---------------------------------|------------|--------------------------------|------------|-------------|--|
| 2020                            | 102-500731 | Contracts for Program Services | TBD        | \$1,606,764 |  |
| /                               |            |                                | Total      | \$1,606,764 |  |

### EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occuring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

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

Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

 A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.

An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing; transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests. Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source, of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

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

In the event that the Federal funds become no longer available. General funds will not be requested to support these programs.

Respectfully submitted,

Veffrey A. Meyers 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.

#### FORM NUMBER P-37 (version 5/8/15)

# Subject: Continuum of Care, Shelter Plus Care (SPC), SS-2020-BHS-04-PERMA-20

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**

| <ul> <li>1.1 State Agency Name</li> <li>NH Department of Health and H</li> <li>1.3 Contractor Name</li> <li>Southwestern Community Servit</li> </ul> | · · · · · · · · · · · · · · · · · · · | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 |                                        |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------|----------------------------------------|--|--|
| 1.3 Contractor Name                                                                                                                                  | · · · · · · · · · · · · · · · · · · · | 129 Pleasant Street<br>Concord, NH 03301-3857                             |                                        |  |  |
|                                                                                                                                                      | · · · · · · · · · · · · · · · · · · · |                                                                           | -                                      |  |  |
|                                                                                                                                                      |                                       |                                                                           |                                        |  |  |
|                                                                                                                                                      |                                       | 1.4 Contractor Address                                                    |                                        |  |  |
| ,,,,,,,,,,,,,,,,                                                                                                                                     | ces inc                               | 63 Community Way                                                          |                                        |  |  |
|                                                                                                                                                      |                                       | P.O. Box 603                                                              |                                        |  |  |
|                                                                                                                                                      |                                       | Kcene, NH 03431-0603                                                      |                                        |  |  |
| 1.5 Contractor Phone<br>Number                                                                                                                       | 1.6 Account Number                    | 1.7 Completion Date                                                       | 1.8 Price Limitation                   |  |  |
| (603) 352-7512                                                                                                                                       | 05-95-42-423010-7927-<br>102-500731   | June 30, 2020                                                             | \$281,824                              |  |  |
| 1.9 Contracting Officer for Stat                                                                                                                     | te Agency                             | 1.10 State Agency Telephone Number                                        |                                        |  |  |
| Nathan D. White, Director                                                                                                                            |                                       | 603-271-9631                                                              |                                        |  |  |
| ,                                                                                                                                                    |                                       | · ·                                                                       |                                        |  |  |
| 1.11 Contractor-Signature                                                                                                                            |                                       | 1.12 Name and Title of Co                                                 | Plattor Signatory                      |  |  |
|                                                                                                                                                      |                                       | John A. Manning                                                           |                                        |  |  |
| (I.AM                                                                                                                                                |                                       | Chief Executive Officer                                                   |                                        |  |  |
| - /o(/f / h                                                                                                                                          | anim                                  |                                                                           |                                        |  |  |
| 1.13 Acknowledgement: Subre                                                                                                                          | of NH , County of                     | Cheshire                                                                  | ······································ |  |  |
| 05100100                                                                                                                                             |                                       |                                                                           |                                        |  |  |
| On 05/23/19 , before                                                                                                                                 | e the undersigned officer, persor     | nally appeared the person identifi                                        | ied in block 1.12, or satisfactorily   |  |  |
|                                                                                                                                                      | ame is signed in block 1.11, and      | d acknowledged that she execute                                           | d this document in the capacity        |  |  |
| indicated in block 1.12.                                                                                                                             |                                       | <u></u>                                                                   |                                        |  |  |
| 1.13.1 Signature of Notary Pub                                                                                                                       | lic or Justice of the Peace           |                                                                           |                                        |  |  |
|                                                                                                                                                      |                                       | JILL A. TOMUN, Jus                                                        | the of the Device                      |  |  |
|                                                                                                                                                      | IUMC                                  | State of New H                                                            | Hamoshiro                              |  |  |
| [Seal] (1.13.2 Name and Title of Notar                                                                                                               |                                       | My Commission Exp                                                         | 100 April 6, 2022                      |  |  |
|                                                                                                                                                      |                                       |                                                                           |                                        |  |  |
| Jill Tomlin, Justice o                                                                                                                               | of the Peace                          | ·                                                                         |                                        |  |  |
| 1.14 State Agency Signature 1,15 Nante and Title of State Agency Signatory                                                                           |                                       |                                                                           |                                        |  |  |
| Churnington Date 5/29/16 Cliriston Sanlandly Drits Direc                                                                                             |                                       |                                                                           |                                        |  |  |
| 1.16 Approval by the INH. Department of Administration, Division of Personnel (if applicable)                                                        |                                       |                                                                           |                                        |  |  |
| 1.10 Approval by the rive. Dep                                                                                                                       | ianment of Administration, Div        | ision of Personnel (if applicable)                                        | ) )                                    |  |  |
| ₿у:                                                                                                                                                  |                                       |                                                                           |                                        |  |  |
| By: Director, On:                                                                                                                                    |                                       |                                                                           |                                        |  |  |
| 1.17 Approval by the Attorney                                                                                                                        | General (Form, Substance and f        | Execution) (if applicable)                                                |                                        |  |  |
| By: All Rol                                                                                                                                          | in                                    | on: 6/4/2019                                                              |                                        |  |  |
| An Real                                                                                                                                              |                                       |                                                                           |                                        |  |  |
| 1.18 Approval by the Governor                                                                                                                        | and Executive Council (if app         | licable)                                                                  |                                        |  |  |

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.

#### S. 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 conveyinformation to the Contractor. In addition, the Contractor shall compty 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

Page 2 of 4



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;

\$.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 \$1,000,000per 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.

Page 3 of 4

Contractor Initials Date

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 assignce 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.

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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.

> Contractor Initials 200 Date 5 23/19



# Exhibit A SCOPE OF SERVICES

Shelter Plus Care Program

# 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

NH DHHS Bureau of Housing Supports (BHS) 129 Pleasant Street Concord, NH 03301

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant. <sup>1</sup>
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b). US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

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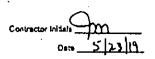
1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

Exhibit A

#### 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Shelter Plus Care (SPC) program serving approximately twentythree (23) households in Cheshire and Sullivan Counties including approximately forty-two (42), beds serving homeless individuals and or families with mental health and or substance abuse issues, and which includes, but is not limited to:
- 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
- 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records:</u> The Contractor shall maintain the following documentation related to establishing and operating a CoC:
    - 2.3.1.1. <u>Records of Homeless Status.</u> The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
    - 2.3.1.2. <u>Records of at Risk of Homelessness Status:</u> The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
    - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
      - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

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2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence, including emails, volcemalls, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

Exhibit A

- 2.3.1.4. <u>Records of Annual Income.</u> For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:
  - 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
  - 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
  - 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
- 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. <u>Program Participant Records.</u> In addition to evidence of homelessness status or at-risk-ofhomelessness status, as applicable, the Contractor must keep records for each program participant that document:
  - 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
  - 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. <u>Housing Standards.</u> The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. <u>Services Provided.</u> The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 2.4. The Contractor shall maintain records that document compliance with:
  - 2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c).

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#### Exhibit A



- 2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b).
- 2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
  - 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
  - 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
  - 2.6.3. <u>Affirmatively Eurthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
  - 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
  - 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.
  - 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. <u>Confidentiality.</u> In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
  - 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations;
  - 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
  - 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Retention.</u> The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or lederal law or regulation.

#### 3. Program Reporting Reguirements

- 3.1. The Contractor shall submit the following reports:
- 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing In particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

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3.1.2: Other Reports as requested by the State in compliance with NH HMIS policy.

# 4. Contract Administration

4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

Exhibit A

4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

# 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, federal fiscal year 2018, #SF-424; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

# 6. Deliverables

- 6.1. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section 2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
  - 6.2.1. Project outcomes shall include, but are not limited to:
    - 6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.
    - 6.2.1.2. Participants experience increased connections to:
      - 6.2.1.2.1. Mainstream benefit resources; employment and/or vocational rehab referrals;
      - 6.2.1.2.2. Mental health and/or substance abuse service access and referrals; and
      - 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

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#### Exhibit 8

# METHOD AND CONDITIONS PRECEDENT TO PAYMENT

# 1. Shelter Plus Care Program Funding

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:
  - 1.2.1. NH General Fund: 0%
  - 1.2.2. Federal Funds: 100%
  - 1.2.3. CFDA #: 14.267
  - 1.2.4. Grant Number: NH0057L1T001809
  - 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)
  - 1.2.6. Program Title: Continuum of Care, Permanent Supportive Housing
  - 1.2.7. Total Amount Continuum of Care;

1.2.7.1. not to exceed \$281,824

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| 1.2.8.1. Rental Assistance: | \$268,152 |
|-----------------------------|-----------|
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| 1.2.8.2. | Administrative Expenses: | <u>\$13,672</u> |
|----------|--------------------------|-----------------|
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1.2.8.3. Total program amount: \$281,824

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

## 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

NH DHHS Bureau of Housing Supports 129 Pleasant Street

- Concord, NH 03301
- 2.2 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.

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#### Exhibit 8

2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

#### 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).
- 3.3. Match Funds:
  - 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
  - 3.3.2. Match requirements are to be documented with each payment request.
  - 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
    - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
    - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
    - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
    - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

# 3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fuffilment of this Agreement, subject to the availability of sufficient funds.

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#### Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.
- 3.4.5. Schedule of Payments:
  - 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
  - 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

### housingsupportsinvoices@dhhs.nh.gov

- 3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
- 3.5. Review of the State Disallowance of Costs:
  - 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
  - 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
  - 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
  - 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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#### Exhibit B

#### 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

## 6. Expense Eligibility

5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

#### 5.2. Operating Expenses:

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

## 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

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|                        | Exhibit B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3.2.4.               | Child Care. The costs of establishing and operating child care, and providing child-<br>care vouchers, for children from families experiencing homelessness, including<br>providing meals and snacks, and comprehensive and coordinated developmental<br>activities are eligible;                                                                                                                                                                                                                                                                                                                                             |
| 5.3.2.5.               | Education Services. The costs of improving knowledge and basic educational skills are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.3.2.6.               | Employment assistance and job training. The costs of establishing and operating<br>employment assistance and job training programs are eligible, including<br>classroom, online and/or computer instruction, on-the-job instruction, services<br>that assist individuals in securing employment, acquiring learning skills, and/or<br>increasing earning potential. The cost of providing reasonable stipends to<br>program participants in employment assistance and job training programs is also<br>an eligible cost;                                                                                                      |
| 5.3.2.7.               | Food. The cost of providing meals or groceries to program participants is eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5.3.2.8.               | Housing search and counseling services. Costs of assisting eligible program, participants to locate, obtain, and retain suitable housing are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5.3.2.9.               | Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing;                                                                                                                                                                                                                                                                                                                                                    |
| 5.3.2.10.              | Life Skills training. The costs of teaching critical life management skills that may<br>never have been learned or have been lost during course of physical or mental<br>illness, domestic violence, substance abuse, and homelessness are eligible.<br>These services must be necessary to assist the program participant to function<br>independently in the community. Component life skills training are the budgeting<br>of resources and money management, household management, conflict<br>management, shopping for food and other needed items, nutrition, the use of<br>public transportation, and parent training; |
| 5.3.2.11.              | Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems;                                                                                                                                                                                |
| 5.3.2.12.              | Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.3.2.13. <sup>v</sup> | Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.3:2.14.              | Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible;                                                                                                                                                                                                                                                                                                                                                      |

5.3.2.15. Transportation Services are described in 24CFR 578(e) (15);

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# 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies; 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) - (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17); 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

Exhibit B

#### 5:4. Rental Assistance

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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Exhibit 8

- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.
  - 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

# 5.5. Administrative Costs:

- 5.5.1. Eligible administrative costs include:
  - 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
  - 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.

5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro-rate share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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|                 | Exhibit B                                                                                                                                                                                                                                                  |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.5.1.2.1.1.1.  | Preparing program budgets and schedules, and amendments to those budgets and schedules;                                                                                                                                                                    |
| 5.5.1.2.1.1.2.  | Developing systems for assuring compliance with program requirements;                                                                                                                                                                                      |
| 5.5.1.2.1.1.3.  | Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;                                                                                                                                       |
| 5.5.1.2.1.1.4.  | Monitoring program activities for progress and compliance with program requirements;                                                                                                                                                                       |
| 5.5.1.2.1.1.5.  | Preparing reports and other documents related to the program for submission to HUD;                                                                                                                                                                        |
| 5.5.1.2.1.1.6.  | Coordinating the solution of audit and monitoring findings;                                                                                                                                                                                                |
| 5.5.1.2.1.1.7.  | Preparing reports and other documents directly related to the program<br>submission to HUD;                                                                                                                                                                |
| 5,5,1,2,1,1,8,  | Evaluating program results against stated objectives;                                                                                                                                                                                                      |
| 5.5.1.2.1.1.9.  | Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.                                                  |
| 5.5.1.2.1.1.10. | Travel costs incurred for official business in carrying out the program;                                                                                                                                                                                   |
| 5.5.1.2.1.1.11. | Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;                                                                                   |
| 5.5.1.2.1.1.12. | Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space; |
|                 | Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and                                                                                     |
| 5.5.1.2.1.1.14. | Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.                                                                                                                                                 |

# 5.6. Leasing:

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

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New Hampshire Department of Health and Human Services Continuum of Care Program Exhibit B

# 5.6.1. Requirements:

| 5C5 SPC 1/2020<br>5S-2020-8H5-04-PERMA-20 | Exhibit 8<br>Page 9 of 1D                                                                                                                                                                                                                                                                                | Contractor Install                                                                                            |      |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------|
|                                           | requirements, the Lead-Based Paint Poisoning<br>requirements of the jurisdiction in which the h<br>condition of the structure and operation of the ho                                                                                                                                                    | Prevention Act, and any other<br>ousing is located regarding the<br>ousing or services.                       |      |
|                                           | The Contractor cannot lease a building that it alr<br>Housing must be in compliance with all State an                                                                                                                                                                                                    | -                                                                                                             |      |
|                                           | Property damages may only be paid from money deposits.                                                                                                                                                                                                                                                   |                                                                                                               |      |
|                                           | The Contractor shall pay individual landlords d directly to participants to pay leasing costs.                                                                                                                                                                                                           |                                                                                                               |      |
|                                           | The portion of rent paid with grant funds may r market rents.                                                                                                                                                                                                                                            | {                                                                                                             |      |
| 5.6.1.9.                                  | Rent paid may only reflect actual costs and must<br>rents charged in the area for similar housing<br>reasonableness must be kept on file by the Cont                                                                                                                                                     | g units. Documentation of rent                                                                                |      |
| 5.6.1.8.                                  |                                                                                                                                                                                                                                                                                                          |                                                                                                               |      |
| 5.6.1.7.                                  | Program income. Occupancy charges and participants are program income and may be u 578.97.                                                                                                                                                                                                               | rent collected from program<br>used as provided under 24 CFR                                                  |      |
| . 5.6.1.6.                                | Calculation of occupancy charges and rent. Oc<br>program participants must be calculated as prov                                                                                                                                                                                                         | ided in 24 CFR 578.77.                                                                                        |      |
| 5.6.1.5.                                  | Occupancy agreements and subleases. Occupa<br>are required as specified in 24 CFR 578.77(a).                                                                                                                                                                                                             |                                                                                                               |      |
| 5.6.1.4.                                  | funds to pay security deposits, in an amount ne<br>rent. An advance payment of last month's rent m<br>addition to security deposit and payment of the f                                                                                                                                                  | ot to exceed 2 months of actual<br>hay be provided to the landlord in<br>first month's rent.                  | . 49 |
| 5.6.1.3.                                  | Utilities. If electricity, gas, and water are include<br>be paid from leasing funds. If utilities are not p<br>costs are operating costs, except for supportive<br>is being used as a supportive service facility,<br>supportive service cost.                                                           | rovided by landlord, these utility service facilities. If the structure                                       |      |
| 5.6.1.2.                                  | Leasing individual units. When the grants are<br>housing units, the rent paid must reasonable in re<br>comparable units, taking into account the location<br>facilities, and management services. In addition,<br>currently being charged for comparable units, and<br>HUD-determined fair market rents. | elation to rents being charged for<br>on, size, type, quality, amenities,<br>, the rents may not exceed rents |      |
| <u>5</u> .6.1.1.                          | Leasing structures. When grants are used to par<br>or structures, the rent paid must be reasonable i<br>in the area for comparable space. In addition, the<br>currently being charged by the same owner for c                                                                                            | n relation to rents being charged erent paid may not exceed rents                                             |      |
| •                                         |                                                                                                                                                                                                                                                                                                          |                                                                                                               |      |



#### Exhibit B

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

#### 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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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:

- 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.
- 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. Gratulties 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 leminate 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 datermination 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;

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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:

- 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 property 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: Whore 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 shallnot 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.

- 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-ellowable expenses incurred by the Contractor to the date of the report and containing such other information as shell 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 Contract or as costs hereunder the Department shall retain the right, at its discretion, to deduct the emount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Crodite: 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 thefollowing 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 fawer 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.

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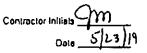
- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### 20. Contract Definitione:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Exhibit C - Special Provisions



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#### REVISIONS TO STANDARD CONTRACT LANGUAGE

#### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

#### 1.2. Section 10, Termination, is emended 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 cliants 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 Ptan.
- 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.

#### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Date

CU/OHHS/050418

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#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and subcontractors), 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 subcontractors) that is a State may elect to make one certification to the Department in each federal fiscal year in tieu 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 Streat, 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. Abida by the terms of the statement; and 1
    - 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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Exhibit O – Certification regarding Drug Free Workplace Requirements Page 1 of 2

Vendor Initia



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.
- 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 D if there are workplaces on file that are not identified here.

Vendor Name: S

Southwestern Community Services, Inc.

Manning John Nar

Title: Chief Executive Officer

05/23/19

Date

CU/0HHS/110713

Exhibit D – Certification regarding Orug Free Workplace Requirements Pags 2 of 2

Vendor Initia



#### CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for Naw 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

Community Services block Grant under thie VI

\*Child Care Development Block Grant under Title IV

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

- 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, amandment, 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-t.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

Name:

Name: John A. Manning Title: Chief Executive Officer

Exhibit E - Certification Regarding Lobbying

CUDHHS/110713

Page 1 of 1



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

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

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disgualify 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 agancy 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 "covarad transaction," "debarred," "suspended," "ineligible," "lower tier covared transaction," "participant," "person," "primary covared 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 tilled "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).
- 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

CU/OHHIS/110713

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

Vendor Initia



- 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 votuntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Southwestern Community Services, Inc.

Name John A. Manning Title: Chief Executive Officer

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Vendor Initial

CUIDH015/110713

Date

05/23/19



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

-- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pl. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pl. 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 Whistleblawer 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 egainst reprisel 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.

|                          | Extribil G                                                                                                                                                      | Vendor Intilais M |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 6/27/14<br>Rev, 10/25/14 | Certification of Compiliance with requirements penalising to Federal Nondecriministion. Equal Treasment of Fel<br>/ and Whitelabover protections<br>Page 1 of 2 | Dale 5/23/19      |
| -                        | Page 1 of 2                                                                                                                                                     | Dale 5/23/19      |



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

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

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19 Date

Nam John Á. Manníng Chief Executive Officer Titl∉:

Exhibit G

Vendor Initials

-Based Organizato Wishedower protect Date 5/23/19

6/27/14 Rev. 10/21/14

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# CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

Name: John A. Marining Title: Chief Executive Officer

CU/0H913/110713

Exhibit H - Certification Regarding Environments! Tobacco Smoke Page 3 of 1

Vendor Initial



Exhibit

# HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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. <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45. Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45. Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- <u>"Health Care Operations"</u> shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act</u>" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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.
- "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. "<u>Privacy Rule</u>" 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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Exhibit I Health Insurance Pontability Act Business Associate Agreement Page 1 of 6

Vendor Initia



| 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<br>his/her designee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| n.  | "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected<br>Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 0.  | "Unsecured Protected Health Information" means protected health information that is not<br>secured by a technology standard that renders protected health information unusable,<br>unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by<br>a standards developing organization that is accredited by the American National Standards<br>Institute.                                                                                                                                                                                                                                                                      |  |
| p.  | <u>Other Definitions</u> - All terms not otherwise defined herein shall have the meaning<br>established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the<br>HITECH<br>Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| (2) | Business Associate Use and Disclosure of Protected Health Information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| а.  | Business Associate shall not use, disclose, maintain or transmit Protected Health<br>Information (PHI) except as reasonably necessary to provide the services outlined under<br>Exhibit A of the Agreement. Further, Business Associate, including but not limited to all<br>its directors, officers, employees and agents, shall not use, disclose, maintain or transmit<br>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.                                                                                                                                                                                                                                                                                                                      |  |
| С.  | 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

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Exhibit i Health Insurance Portability Act Business Associate Agreement Page 2 of 8

Deto 5/23/19



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 nsk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - 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
  - The extent to which the risk to the protected health information has been mitigated.

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

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6

Vendor Initial



Exhibit

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.
- 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.
  - 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 1 Health Insurance Portability Act Business Associate Agreement Page 4 of 6

Vendor Initials



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

- 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) <u>Termination for Cause</u>

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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Vendor Initia



Segregation. If any term or condition of this Exhibit I or the application thereof to any е. 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 Southwestern Community Services, Inc. The State Name of the Vendor ann Signaty Signature of Authorized Representative tative John A. Manning Name of Authorized Representative Name of Authorized Representative Chief Executive Officer Title of Title of Authorized Representative uthorized Representative 05/23/19 Date

Exhibit i

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Exhibit 1 Health Insurance Portability Act Busineas Associate Agreement Page 6 of 6

Vender Initials <u>4 171</u> Date 5 28 /15



#### 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
- Award title descriptive of the purpose of the funding action.
- Location of the entity
- 8. Principle place of performance
- 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 Vendor 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 Vendor 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.

Vendor Name: Southwestern Community Services, Inc.

05/23/19

Date

Manning John A. Name

Title/ Chief Executive Officer

CUOH045/110713

Exhibit 3 - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Vendor Initia



## FORM A

As the Vendor 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
- 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?

<u>x</u> NO \_\_\_\_\_ YES

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

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

 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

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

If the answer to #3 above is NO, please answer the following: 1

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

YES

| Name: | Amount: |
|-------|---------|
| Name: | Amount: |

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

Vendor

CU/DHH5/110713

## Exhibit K

## **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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.
- "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 Page 1 of 9

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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.
- "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.
- "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.
  - 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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Exhibit K OHHS Information Security Requirements Page 2 of 9

Contractor Initi

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.
- 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

- 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.
- Computer Disks and Portable Storage Devices. End User may not use computer disksor portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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.
- 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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Exhibit K OHHS Information Security Requirements Page 3 of 9

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## **DHHS Information Security Requirements**

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

- 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

- 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.
- 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.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K ' DHHS Information Security Requirements, Page 4 of 9

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Exhibit K



**DHHS Information Security Requirements** 

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

- 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 Sanifization, 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.
  - 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.
  - 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:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 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., lape, disk, paper, etc.).

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Exhibit K DHHS Information Security Requirements Page 8 of 9

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## DHHS Information Security Regulaements

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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.
- 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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Exhibit K DHHS Information Security Requirements Page 6 of 9

Contractor Initials

Exhibit K



**DHHS Information Security Reguirements** 

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), OHHS Privacy Act Regulations (45 C.F.R. §5b). HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - 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 <u>encrypted</u> 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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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## State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, Family Housing I contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37), and as amended June 30, 2021 (Item #47), 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2023

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

\$1,126,332

- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director.
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1 NH0003L1T001811 (SFY 2020) Grant Year 1
    - 1.2.4.2. NH0003L1T001912 (SFY 2021) Grant Year 2
    - 1.2.4.3. NH0003L1T002013 (SFY 2022) Grant Year 3
    - 1.2.4.4. NH0003L1T002114 (SFY 2023) Grant Year 4
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$1,126,332

- 6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|                                  |                | July 1, 2020 –<br>June 30, 2021 | July 1, 2021 –<br>June 30, 2022 |                                 |
|----------------------------------|----------------|---------------------------------|---------------------------------|---------------------------------|
| 1.2.8.1. Rental Assistance       |                | \$207,708                       | \$220,368                       | \$233,568                       |
| 1.2.8.2. Supportive Services     | \$59,464       | \$59,464                        | \$59,464                        | \$59,464                        |
| 1.2.8.3. Administrative Expenses | <u>\$6,287</u> | <u>\$6,287</u>                  | <u>\$6,287</u>                  | <u>\$6,287</u>                  |
| 1.2.8.4. Total Program Amount    | \$267,435      | \$273,459                       | \$286,119                       | \$299,3 <u>19 <sub>ps</sub></u> |

SS-2020-BHS-04-PERMA-03-A03

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

Contractor Initials

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 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

| 1               | slaned by:<br>in Helect |  |
|-----------------|-------------------------|--|
| Lesses<br>Name: | Karen Hebert            |  |
|                 | Division Director       |  |

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

| DocuSigned by: |   |
|----------------|---|
| Vic Topo       | 1 |
|                |   |

Name: Vic Topo Title: ceo

6/2/2022

6/3/2022

Date

Date

٩

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

DocuSigned by:

## OFFICE OF THE ATTORNEY GENERAL

6/7/2022

Date

| Poloyn Amerino      |  |
|---------------------|--|
| Name: Robyn Guarino |  |

Title: Attorney

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

## OFFICE OF THE SECRETARY OF STATE

Date

1

Name: Title:

SS-2020-BHS-04-PERMA-03-A03

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

j

# 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 CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. 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: 442328 Certificate Number: 0005749020



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 4th day of April A.D. 2022.

William M. Gardner Secretary of State

# 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 MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 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: 61791 Certificate Number: 0005749041



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2022.

William M. Gardner Secretary of State

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## CERTIFICATE OF AUTHORITY

I, \_\_\_\_Susan Davis\_\_\_\_\_, 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 <u>CLM Center for Life Management</u> (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 \_\_\_\_\_March 25\_\_\_\_, 2022, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That \_\_\_\_\_Vic Topo, President/CEO\_\_\_\_\_\_ (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of \_CLM Center for Life Management\_\_\_\_\_ 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 herein.

Dated: 5/25/22

1hrs

Signature of Elected Officer Name: Susan Davis Title: Secretary, Board of Directors CLM Center for Life Management

Derry, NH 03038

# ACORD... CERTIFICATE OF LIABILITY INSURANCE

| DATE | (MM/DD/YYYY) |
|------|--------------|
| A10  | 5/2022       |

**MENTAHEA29** 

| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE                  | IOLDER. THIS    |
|------------------------------------------------------------------------------------------------------------------------|-----------------|
| CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY TH                    | E POLICIES      |
| BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AI                 | JTHORIZED       |
| 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 condition<br>this certificate does not confer any rights to the certificate holde |                                           | endorsement. A sta | tement on |  |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------|-----------|--|
| PRODUCER                                                                                                                             | CONTACT Nicki Renaud                      |                    |           |  |
| USI Insurance Services LLC                                                                                                           | PHONE<br>(A/C, No, Ext): 855 874-0123     | FAX<br>(A/C, No):  |           |  |
| 3 Executive Park Drive, Suite 300<br>Bedford, NH 03110                                                                               | E-MAIL<br>ADDRESS: nicki.renaud@usi.com   |                    |           |  |
|                                                                                                                                      | INSURER(S) AFFORDING                      | NAIC #             |           |  |
| 855 874-0123                                                                                                                         | INSURER A : Philadelphia Indemnity Insura | псе Со.            | 18058     |  |
| INSURED                                                                                                                              | INSURER 8 : Granite State Healthcare & Hu | iman Svc WC        | NONAIC    |  |
| The Mental Health Center for Southern<br>NH DBA CLM Center for Life Management<br>10 Tsienneto Rd                                    | INSURER C :                               |                    |           |  |
|                                                                                                                                      | INSURER D :                               |                    |           |  |
|                                                                                                                                      |                                           |                    | 1         |  |

INSURER E :

| Deny, Nr 05050                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                            | INSURER F :                                        |                                              |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------|----------------------------------------------|--------------------|
| COVERAGES CER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | TIFICATE 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<br>INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS<br>CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,<br>EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                            |                                                    |                                              |                    |
| INSR<br>LTR TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                            | POLICY EFF POLICY EXP<br>(MM/DD/YYYY) (MM/DD/YYYY) |                                              | S                  |
| A X COMMERCIAL GENERAL LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PKPK2330908                                | 10/01/2021 10/01/2022                              |                                              | \$1,000,000.       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | s100,000           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    | MED EXP (Any one person)                     | \$5,000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    | PERSONAL & ADV INJURY                        | s1,000,000         |
| GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                            |                                                    | GENERAL AGGREGATE                            | \$3,000,000        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    | PRODUCTS - COMP/OP AGG                       | \$3,000,000        |
| OTHER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                            |                                                    |                                              | 5                  |
| A AUTOMOBILE LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | PHPK2330905                                | 10/01/2021 10/01/2022                              | COMBINED SINGLE LIMIT<br>(Ea accident)       | \$1,000,000        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    | BODILY INJURY (Per person)                   | \$                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    |                                              | \$                 |
| X HIRED AUTOS ONLY X AUTOS ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    | PROPERTY DAMAGE<br>(Per accident)            | \$                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | · · · · · · · · · · · · · · · · · · ·      |                                                    |                                              | \$                 |
| A X UMBRELLA LIAB X OCCUR                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PHUB786952                                 | 10/01/2021 10/01/2022                              | EACH OCCURRENCE                              | \$5,000,000        |
| EXCESS LIAB CLAIMS-MADE                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                            |                                                    | AGGREGATE                                    | <u>\$5,000,000</u> |
| DED X RETENTION \$10000                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                            |                                                    |                                              | \$.                |
| B WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                 | HCHS202200000530                           | 01/01/2022 01/01/2023                              | X PER OTH-<br>STATUTE ER                     |                    |
| ANY PROPRIETOR/PARTNER/EXECUTIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | N/A                                        |                                                    | E.L. EACH ACCIDENT                           | s1,000,000         |
| (Mandatory In NH)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |                                                    | E.L. DISEASE - EA EMPLOYEE                   | s1,000,000         |
| If yes, describe under<br>DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                            |                                                    | E.L. DISEASE - POLICY LIMIT                  | \$1,000,000        |
| A Professional Liab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | PKPK2330908                                | 10/01/2021 10/01/2022                              |                                              |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    | 3,000,000                                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                                    |                                              |                    |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI<br>Evidence of Insurance                                                                                                                                                                                                                                                                                                                                                                                                                              | CLES (ACORD 101, Additional Remarks Schedu | ile, may be attached if more space is requ         | ired)                                        |                    |
| Evidence of Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                            |                                                    |                                              |                    |

CERTIFICATE HOLDER

#### 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

Ry Quip

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State of NH

129 Pleasant St.

Concord, NH 03301-3857

**Department of Health and Human Services** 

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Center for Life Management...

# **MISSION STATEMENT**

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

## CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION Years ended June 30, 2021 and 2020

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## DocuSign Envelope ID: 5C5784C0-FB4F-4436-8BFC-99EC1B79F34F THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Years ended June 30, 2021 and 2020

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159 River Road Essex Jct., VT 05452 T 802.879.1055 F 802.876.5020

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## Independent Auditor's Report

To the Board of Directors of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates

#### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated 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.

#### Auditor's 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 auditor's 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2021 and 2020, 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**

1

#### Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 19-25 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 November 11, 2021, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting ot on compliance.

#### **Change in Accounting Principle**

As described in Note 1 of the financial statements, in 2021, the organization adopted ASU 2014-09, *Revenue from Contracts with Customers (Topic 606).* Our opinion is not modified with respect to this matter.

Wacht that I Assec, re-

Essex Junction, Vermont Registration number VT092.0000684 November 11, 2021

## DocuSign Envelope ID: 5C5784C0-FB4F-4436-8BFC-99EC1B79F34F THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidated Statements of Financial Position June 30, 2021 and 2020

| ASSETS                                   |           |             |           |             |
|------------------------------------------|-----------|-------------|-----------|-------------|
| ·                                        |           | <u>2021</u> |           | <u>2020</u> |
| Current assets:                          |           |             |           |             |
| Cash and cash equivalents                | \$        | 6,583,475   | \$        | 3,980,70    |
| Accounts receivable, net                 |           | 477,737     |           | 848,65      |
| Other receivables                        |           | 226,806     |           | 193,21      |
| Prepaid expenses                         |           | 121,323     |           | 121,45      |
| Security deposit                         | •         | 11,087      |           | 11,08       |
| Total current assets                     |           | 7,420,428   |           | 5,155,10    |
| Property and equipment, net              |           | 3,682,944   |           | 3,621,33    |
| Total assets                             | <u>\$</u> | 11,103,372  | <u>\$</u> | 8,776,43    |
| LIABILITIES AND NET ASSETS               | 5         |             |           |             |
| Current liabilities:                     |           | I           |           |             |
| Current portion of long term debt        | \$        | 103,538     | \$        | 98,53       |
| Accounts payable                         |           | 100,008     | -         | 47,01       |
| Accrued payroll and payroll liabilities  |           | 201,904     |           | 641,10      |
| Accrued vacation                         |           | 472,798     |           | 383,28      |
| Accrued expenses                         |           | 190,415     |           | 41,57       |
| Deferred revenue                         |           | 274,587     |           | 8,00        |
| Total current liabilities                |           | 1,343,250   |           | 1,219,52    |
| Long term liabilities                    |           |             |           |             |
| Interest rate swap agreement             |           | 100,265     |           | 163,78      |
| PMPM reserve                             |           | 483,543     |           | 210,68      |
| Paycheck protection program note payable |           | 2,212,100   |           | 2,212,10    |
| Long term debt, less current portion     |           | 2,013,109   |           | 2,116,67    |
| Total long term liabilities              |           | 4,809,017   |           | 4,703,24    |
| Total liabilities                        |           | 6,152,267   | '.        | 5,922,77    |
| Net assets                               |           |             | -         |             |
| Without donor restrictions               |           | 4,825,908   |           | 2,802,76    |
| With donor restrictions                  |           | 125,197     |           | 50,90       |
| Total net assets                         | _         | 4,951,105   |           | 2,853,66    |
| Total liabilities and net assets         | <u>\$</u> | 11,103,372  | <b>Ş</b>  | 8,776,43    |

## DocuSign Envelope ID: 5C5784C0-FB4F-4436-8BFC-99EC1B79F34F THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidated Statements of Activities Year ended June 30, 2021

|                                              | Without Donor         | With Donor    | <b>**</b> 1  |
|----------------------------------------------|-----------------------|---------------|--------------|
| Public support and revenues:                 | <u>Restrictions</u>   | Restrictions  | <u>Total</u> |
| Public support:                              |                       |               |              |
| Federal                                      | \$ 868,764            | \$-           | \$ 868,764   |
| State of New Hampshire - BBH                 | \$ 808,704<br>828,490 | J -           | ,            |
| State and local funding                      | 36,600                | -             | 828,490      |
| Other public support                         | 68,967                | 118,175       | 36,600       |
| Total public support                         |                       |               | 187,142      |
| Revenues:                                    | 1,802,821             | 118,175       | 1,920,996    |
| Program service fees, net                    | 17 777 710            |               | 12 202 210   |
| Other service income                         | 17,727,719            | • •           | 17,727,719   |
| Rental income                                | 245,722               | -             | 245,722      |
| Other                                        | 4,963                 | -             | 4,963        |
| Total revenues                               | 419,873               |               | 419,873      |
|                                              | 18,398,277            |               | 18,398,277   |
| Total public support and revenues            | 20,201,098            | 118,175       | 20,319,273   |
| Net assets released from restrictions:       |                       |               | •            |
| Satisfaction of program restrictions         | 43,878                | (43,878)      | -            |
| Total                                        | 20,244,976            | 74,297        | 20,319,273   |
|                                              | -, ,                  | , <b>j</b> _, |              |
| Operating expenses:                          |                       |               |              |
| BBH funded programs:                         |                       |               |              |
| Children                                     | 5,427,719             | -             | 5,427,719    |
| Elders                                       | 552,287               | -             | 552,287      |
| Vocational                                   | 332,014               | -             | 332,014      |
| Multi-Service                                | 4,197,913             | -             | 4,197,913    |
| Acute Care                                   | 1,289,002             | -             | 1,289,002    |
| Independent Living                           | 2,973,494             | -             | 2,973,494    |
| Assertive Community Treatment                | 909,960               | -             | 909,960      |
| Non-Specialized Outpatient                   | 490,110               | -             | 490,110      |
| Non-BBH funded program services              | 936,896               |               | 936,896      |
| Total program expenses                       | 17,109,395            | -             | 17,109,395   |
| Administrative expenses                      | 1,175,953             | <u> </u>      | 1,175,953    |
| Total expenses                               | 18,285,348            | -             | 18,285,348   |
| Change in net assets from operations         | 1,959,628             | 74,297        | 2,033,925    |
| Non-operating expenses:                      |                       |               |              |
| Fair value gain (loss) on interest rate swap | 63,517                | <u> </u>      | 63,517       |
| Change in net assets                         | 2,023,145             | 74,297        | 2,097,442    |
| Net assets, beginning of year                | 2,802,763             | 50,900        | 2,853,663    |
| Net assets, end of year                      | \$ 4,825,908          | \$ 125,197    | \$4,951,105  |
| · <del>,</del>                               |                       |               | , ,          |

## DocuSign Envelope ID: 5C5784C0-FB4F-4436-8BFC-99EC1B79F34F THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidated Statements of Activities

Year ended June 30, 2020

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|                                              | Without Donor | With Donor          |                               |  |
|----------------------------------------------|---------------|---------------------|-------------------------------|--|
|                                              | Restrictions  | <b>Restrictions</b> | Total                         |  |
| Public support and revenues:                 |               |                     |                               |  |
| Public support:                              |               |                     |                               |  |
| Federal                                      | \$ 1,143,039  | <b>\$</b>           | \$1,143,039                   |  |
| State of New Hampshire - BBH                 | 380,896       | -                   | 380,896                       |  |
| State and local funding                      | 44,102        | -                   | 44,102                        |  |
| Other public support                         | 116,913       | 50,900              | 167,813                       |  |
| Total public support                         | 1,684,950     | 50,900              | 1,735,850                     |  |
| Revenues:                                    |               |                     |                               |  |
| Program service fees, net                    | 13,759,719    | -                   | 13,759,719                    |  |
| Other service income                         | 584,033       | -                   | 584,033                       |  |
| Rental income                                | 5,288         | -                   | 5,288                         |  |
| Other                                        | 228,025       | -                   | 228,025                       |  |
| Total revenues                               | 14,577,065    | -                   | 14,577,065                    |  |
| Total public support and revenues            | 16,262,015    | 50,900              | 16,312,915                    |  |
| Net assets released from restrictions:       |               |                     |                               |  |
| Satisfaction of program restrictions         | · -           | _                   | _                             |  |
| Total                                        | 16,262,015    | 50,900              | 16,312,915                    |  |
|                                              | 10,202,015    | 50,500              | 10,512,715                    |  |
| Operating expenses:                          |               |                     |                               |  |
| BBH funded programs:                         |               |                     |                               |  |
| Children                                     | 5,269,747     |                     | 5,269,747                     |  |
| Elders                                       | 580,123       | -                   | 580,123                       |  |
| Vocational                                   | 321,661       | -                   | 321,661                       |  |
| Multi-Service                                | 3,148,577     | -                   | 3,148,577                     |  |
| Acute Care                                   | 1,183,032     | -                   | 1,183,032                     |  |
| Independent Living                           | 2,688,824     | -                   | 2,688,824                     |  |
| Assertive Community Treatment                | 799,937       | -                   | 799,937                       |  |
| Non-Specialized Outpatient                   | 986,629       | -                   | 986,629                       |  |
| Non-BBH funded program services              | 584,153       | <u> </u>            | 584,153                       |  |
| Total program expenses                       | 15,562,683    | -                   | 15,562,683                    |  |
| Administrative expenses                      | 1,027,869     | <u> </u>            | 1,027,869                     |  |
| Total expenses                               | 16,590,552    | ·                   | 16,590,552                    |  |
| Change in net assets from operations         | (328,537)     | 50,900              | (277,637)                     |  |
| Non-operating expenses:                      |               |                     |                               |  |
| Fair value gain (loss) on interest rate swap | (105,753)     |                     | (105,753)                     |  |
| Change in net assets                         | (434,290)     | 50,900              | <b>(383,390)</b> <sup>2</sup> |  |
| Net assets, beginning of year                | 3,237,053     |                     | 3,237,053                     |  |
| Net assets, end of year                      | \$ 2,802,763  | \$ 50,900           | \$2,853,663                   |  |

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE

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D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Functional Expenses

Years ended June 30, 2021 and 2020

|                                       | 2021                       |                |               |                            | 2020           |               |
|---------------------------------------|----------------------------|----------------|---------------|----------------------------|----------------|---------------|
|                                       | Program<br><u>Services</u> | Administrative | Total         | Program<br><u>Services</u> | Administrative | <u>Total</u>  |
| Personnel costs:                      |                            |                |               |                            |                |               |
| Salaries and wages                    | \$ 11,390,591              | \$ 668,007     | \$ 12,058,598 | \$ 9,968,290               | \$ 673,659     | \$ 10,641,949 |
| Employee benefits                     | 2,322,455                  | 96,707         | 2,419,162     | 2,258,081                  | 105,781        | 2,363,862     |
| Payroll taxes                         | 759,060                    | 45,487         | 804,547       | 667,575                    | 45,825         | 713,400       |
| Accounting/audit fees                 | 66,278                     | 387            | 66,665        | 55,169                     | 4,365          | 59,534        |
| Advertising                           | 13,997                     | 879            | 14,876        | 40,832                     | 3,685          | 44,517        |
| Conferences, conventions and meetings | 43,081                     | 5,724          | 48,805        | 17,705                     | 10,694         | 28,399        |
| Depreciation                          | 211.932                    | 38,576         | 250,508       | 208,693                    | 16,692         | 225,385       |
| Equipment maintenance                 | 15,061                     | 479            | 15,540        | 16,359                     | 1,288          | 17,647        |
| Equipment rental                      | 41,545                     | 1,011          | 42,556        | 43,820                     | 2,661          | 46,481        |
| Insurance                             | 55,975                     | 30,891         | 86,866        | 74,402                     | 5,783          | 80,185        |
| Interest expense                      | 72,382                     | 31,233         | 103,615       | 101,157                    | 8,077          | 109,234       |
| Legal fees                            | 1,140                      | 24,440         | 25,580        | 30,848                     | 2,323          | · 33,171      |
| Membership dues                       | 11,828                     | 53,665         | 65,493        | 25,054                     | 32,385         | 57,439        |
| Occupancy expenses                    | 1,245,469                  | 31,901         | 1,277,370     | 1,145,274                  | 9,002          | 1,154,276     |
| Office expenses                       | 280,820                    | 44,316         | 325,136       | 235,196                    | 22,695         | 257,891       |
| Other expenses                        | 9,083                      | 30,584         | 39,667        | 28,586                     | 11,862         | 40,448        |
| Other professional fees               | 276,237                    | 50,482         | 326,719       | 331,946                    | 56,650         | 388,596       |
| Program supplies                      | 131,468                    | 20,034         | 151,502       | 167,365                    | 13,395         | 180,760       |
| Travel                                | 160.993                    | 1,150          | 162,143       | 146,331                    | 1,047          | 147,378       |
|                                       | 17,109,395                 | 1,175,953      | 18,285,348    | 15,562,683                 | 1,027,869      | 16,590,552    |
| Administrative allocation             | 1,175,953                  | (1,175,953)    |               | 1,027,869                  | (1,027,869)    |               |
| Total expenses                        | 18,285,348                 | \$ -           | \$ 18,285,348 | \$ 16,590,552              | \$ -           | \$ 16,590,552 |

See notes to financial statements

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## DocuSign Envelope ID: 5C5784C0-FB4F-4438-8BFC-99EC1B79F34F THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidated Statements of Cash Flows

Years ended June 30, 2021 and 2020

|                                                      |           | <u>2021</u> |           | <u>2020</u> |
|------------------------------------------------------|-----------|-------------|-----------|-------------|
| Cash flows from operating activities:                |           |             |           |             |
| Increase (decrease) in net assets                    | \$        | 2,097,442   | \$        | (383,390)   |
| Adjustments to reconcile increase (decrease) in net  |           |             |           |             |
| assets to net cash provided by operating activities: |           |             |           |             |
| Depreciation                                         |           | 250,508     |           | 225,385     |
| Amortization of loan origination fees included       |           |             |           |             |
| in interest expense                                  |           | 18,930      |           | 18,930      |
| Gain on sale of assets                               |           | -           |           | -           |
| Fair value (gain) loss on interest rate swap         |           | (63,518)    |           | 105,753     |
| (Increase) decrease in:                              |           |             |           |             |
| Accounts receivable, net                             |           | 370,914     |           | 94,530      |
| Other receivables                                    |           | (33,593)    |           | 91,716      |
| Prepaid expenses                                     |           | 133         |           | (27,688)    |
| Increase (decrease) in:                              |           |             |           |             |
| Accounts payable and accrued expenses                |           | (147,863)   |           | 242,530     |
| Deferred revenue                                     |           | 266,587     |           | (3,980)     |
| PMPM reserve                                         |           | 272,856     |           | (14,313)    |
| Net cash provided by operating activities            |           | 3,032,396   |           | 349,473     |
| Cash flows from investing activities:                |           |             |           |             |
| Purchases of property and equipment                  |           | (312,121)   |           | (131,248)   |
| Net cash (used) provided by investing activities     | <u></u>   | (312,121)   |           | (131,248)   |
| Cash flows from financing activities:                |           |             |           |             |
| Net principal payments on long term debt             |           | (117,500)   |           | (112,500)   |
| Proceeds received from paycheck protection program   |           |             |           | 2,212,100   |
| Net cash used in financing activities                |           | (117,500)   |           | 2,099,600   |
| Net increase (decrease) in cash and cash equivalents |           | 2,602,775   |           | 2,317,825   |
| Cash and cash equivalents, beginning of year         |           | 3,980,700   |           | 1,662,875   |
| Cash and cash equivalents, end of year               | \$        | 6,583,475   | <u>\$</u> | 3,980,700   |
| Supplemental cash flow disclosures:                  |           |             |           |             |
| Cash paid during the year for interest               | <u>\$</u> | 103,615     | <u>\$</u> | 109,234     |

## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

## Note 1. <u>Nature of organization</u>

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Organization") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Organization. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Organization is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

## Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

## Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") Accounting for Contributions Received and Contributions Made.

### Basis of presentation

The Organization's financial statements 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:

<u>Net assets without donor restrictions:</u> 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.

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

### Note 2. Basis of accounting and summary of significant accounting policies (continued)

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

At June 30, 2021 and 2020, the Organization had net assets without donor restrictions of \$4,825,908 and \$2,802,763, respectively and had net assets with donor restrictions of \$125,197 and \$50,900, respectively. See Note 8 for discussion regarding net assets with donor restrictions.

#### <u>General</u>

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

#### Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

#### Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

#### Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$246,250 and \$207,758 as of June 30, 2021 and 2020, respectively. Refer to Note 3 for additional discussion of accounts receivable.

#### Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

| Buildings and improvements | 15 – 40 years |
|----------------------------|---------------|
| Automobiles                | 3 – 15 years  |
| Equipment                  | 5 – 7 years   |

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized. Depreciation expense was \$250,508 and \$225,385 for the years ended June 30, 2021 and 2020, respectively.

## Note 2. Basis of accounting and summary of significant accounting policies (continued)

## Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

### Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

### Fair value measurements and financial instruments

The Organization adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

#### Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

## Note 2. Basis of accounting and summary of significant accounting policies (continued)

#### Advertising expenses

The Organization expenses advertising costs as they are incurred.

#### Expense allocation

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 programs and supporting services benefited.

#### **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. Contributions that are restricted by the donor are 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 an increase in net assets with donor restrictions, depending on the nature of 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.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

#### Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 12. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

#### Income taxes

The Organization is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Organization.

These financial statements follow FASB ASC, *Accounting for Uncertain 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.

## Note 2. Basis of accounting and summary of significant accounting policies (continued)

Accounting for Uncertain Income Taxes did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2018 through 2020 are subject to examination by the IRS, generally for three years after filing.

## New Accounting Pronouncement

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (*Topic 606*) primarily to eliminate inconsistencies in current revenue recognition standards and practices across different industries, including nonprofit organizations. The core principle of ASU 2014-09 is based on the contract (written, oral, or implied) between a vendor and a customer for the provision of goods or services (with certain contracts excluded). Revenue will be recognized by the vendor when control over the goods or services is transferred to the customer. The ASU has been applied retrospectively to all periods presented and no significant adjustments were required.

#### Subsequent events

The Organization has evaluated all subsequent events through November 11, 2021, the date the financial statements were available to be issued.

#### Note 3. Accounts receivable, net

Note 4.

Accounts receivable consist of the following at June 30,:

|                       | 2021                                      |                | <u> </u>               | 2020                |                |
|-----------------------|-------------------------------------------|----------------|------------------------|---------------------|----------------|
|                       | Receivable                                |                |                        | Receivable          |                |
| Accounts receivable   | Receivable Allowance                      | <u>Net</u>     | <u>Receivable</u>      | Allowance           | <u>Net</u>     |
| Clients               | \$ 224,925 \$ (156,103) \$                | 68,822         | \$ 217,938 \$          | (149,684) \$        | 68,254         |
| Insurance companies   | 209,422 (13,100)                          | 196,322        | 167,288                | (6,511)             | 160,777        |
| Medicaid              | 206,597 (73,213)                          | 133,384        | 546,959                | (43,602)            | 503,357        |
| Medicare              | <u>83,043</u> <u>(3,834)</u>              | 79,209         | 124,224                | <u>(7,961)</u>      | 116,263        |
|                       | \$ <u>723,987</u> \$ <u>(246,250)</u> \$_ | <u>477,737</u> | \$ <u>1,056,409</u> \$ | <u>(207,758)</u> \$ | <u>848.651</u> |
|                       | •                                         |                |                        |                     |                |
|                       |                                           |                | <u>2021</u>            | <u>20</u>           | <u>)20</u>     |
| Other receivables     |                                           |                |                        |                     |                |
| Towns                 |                                           | \$             | 32,500                 | \$3                 | 2,500          |
| NH Division of Mer    | ntal Health                               |                | 173,978                | 15                  | 7,555          |
| Contractual services  | 3                                         |                | 20,328                 |                     | <u>3,158</u>   |
|                       |                                           | \$             | 226,806                | \$19                | 3.213          |
| Prepaids              |                                           | E              |                        |                     |                |
| Prenaide consists of  | the following at June 30:                 |                |                        |                     |                |
| r reparas consists or | the following at Julie 50.                |                | 2021                   | <u>202</u>          | Δ              |
| Proposid incurance    |                                           | \$             | 42,898                 |                     | _              |
| Prepaid insurance     |                                           | Φ              | *                      | -                   | 7,145          |
| Prepaid rents         |                                           | <u> </u>       | 78,425                 |                     | <u>4,311</u>   |
|                       |                                           | \$_            | <u>    121,323</u>     | \$ <u>12</u>        | <u>1,456</u>   |

# THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE

D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

## Note 5. <u>Concentrations of credit risk</u>

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

| <u>2021</u>       | 2020                                  |
|-------------------|---------------------------------------|
| \$ <u>477,737</u> | \$ <u>848,651</u>                     |
| \$ 226.806        | \$ 193.213                            |
|                   | <u>2021</u><br>\$477,737<br>\$226,806 |

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2021 and 2020, the Organization had approximately \$6,113,000 and \$3,537,000 in uninsured cash balances.

## Note 6. , Property and equipment

Property and equipment consists of the following at June 30:

|                                | 2021                | 2020                |
|--------------------------------|---------------------|---------------------|
| Land                           | \$ 565,000          | \$. <u>565</u> ,000 |
| Buildings and improvements     | 4,082,773           | 4,065,775           |
| Automobiles                    | 18,800              | 18,800              |
| Equipment                      | 1,810,791           | 1,602,233           |
| Construction in process        | 1,831               | <b>_</b> _          |
|                                | 6,479,195           | 6,251,808           |
| Less: accumulated depreciation | (2,796,251)         | (2,630,477)         |
| Property and equipment, net    | \$ <u>3,682,944</u> | \$ <u>3,621,331</u> |

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## Note 7. Long term debt

| Long term debt consists of the following as of June 30 | -           |                     |
|--------------------------------------------------------|-------------|---------------------|
|                                                        | <u>2021</u> | <u>2020</u>         |
| Series 2015 New Hampshire Health and                   |             |                     |
| Education Facilities Bond - (                          |             |                     |
| Payable through 2036, original principal of            |             |                     |
| \$3,042,730, remarketed and sold to People's           |             |                     |
| United Bank at a variable rate, with an effective      |             |                     |
| rate of 1.73178% and 1.79538% at June 30, 2021         |             |                     |
| and 2020, respectively. Secured by land,               |             |                     |
| building, equipment, and certain revenues,             |             |                     |
| and is subject to certain financial covenants.         |             |                     |
| The note matures August 2025. The                      |             |                     |
| Organization has entered into an interest rate         |             |                     |
| swap agreement to effectively fix the interest         |             |                     |
| rate on the note. See Note 11.                         | 2,417,730   | 2,535,230           |
| Less: unamortized finance costs                        | (301,083)   | (320,013)           |
| Long term debt, less unamortized finance costs         | 2,116,647   | 2,2015,217          |
| Less: current portion of long term debt                | (103,538)   | (98,538)            |
| Long term debt, less current portion                   | \$2,013,109 | \$ <u>2,116,679</u> |

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## Note 7. Long term debt (continued)

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of \$18,930 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2021 and 2020, respectively.

Future maturities to long term debt are as follows:

|                      | Lo          | ong Term Deb | t   | Unamortized      |     |                  |
|----------------------|-------------|--------------|-----|------------------|-----|------------------|
|                      |             | Principal    |     | Finance Costs    |     | <u>Net</u>       |
| Year ending June 30, |             |              |     |                  |     |                  |
| 2022                 | \$          | 122,500      | \$  | (18,962)         | \$  | 103,538          |
| 2023                 |             | 127,500      |     | (18,962)         |     | 108,538          |
| 2024                 |             | 132,500      |     | (18,962)         |     | 113,538          |
| 2025                 |             | 137,500      |     | (18,962)         |     | 118,538          |
| 2026                 |             | 142,500      |     | (18,962)         |     | 123,538          |
| Thereafter           | _           | 1,755,230    | _   | (206,273)        |     | <u>1,548,957</u> |
| Total                | \$ <u>`</u> | 2,417,730    | \$, | <u>(301,083)</u> | \$_ | 2,116,647        |

## Note 8. <u>Net assets with donor restrictions</u>

Net assets with donor restrictions were restricted as to the following areas of support as follows at June 30,:

|                                        | <u>202</u>      | 21            | <u>2020</u>   |
|----------------------------------------|-----------------|---------------|---------------|
| Space plan analysis for Derry location | <b>\$</b> 10,   | 000 \$        | 10,000        |
| Technology                             |                 | -             | 10,900        |
| Housing support                        | 24,             | 165           | 30,000        |
| Quimby Housing Program Initiatives     | 20,             | 000           | -             |
| Access to Care Initiatives             | 27,             | 751           | -             |
| Homeless Efforts                       | 13,             | 606           | -             |
| Charitable                             | 16,             | 287           |               |
| Miscellaneous                          | 13,             | <u>388</u>    | <u> </u>      |
|                                        | \$ <u>125</u> , | <u>197</u> \$ | <u>50,900</u> |

## Note 9. <u>Deferred revenue</u>

Deferred revenue consists of the following at June 30,:

|                       | <u>20</u> 2 | <u>21</u>      |            | <u>2020</u> |
|-----------------------|-------------|----------------|------------|-------------|
| Town funds received   | \$          | -              | \$         | 8,000       |
| Provider relief funds | 27          | 7 <u>4,587</u> |            |             |
|                       | \$ <u>2</u> | 7 <u>4,587</u> | \$ <u></u> | 8,000       |

During the year ending June 30, 2021, the Organization received \$274,587 in Provider Relief Funds ("PRF") from the U.S. Department of Health and Human Services ("HHS"). The CARES Act created the Provider Relief Fund to reimburse eligible healthcare providers for healthcare-related expenses and lost revenues attributable to COVID-19.

#### Note 9. Deferred revenue (continued)

In accordance with Generally Accepted Accounting Principles, the Organization reports the PRF funding under ASC 958-60, Not-for-Profit Entities – Revenue Recognition. Under the guidance, the PRF funds would be accounted for as conditional grants which reports funding as a refundable advance, until the conditions have been substantially met or explicitly waived by the grantor.

As part of the PRF program, recoupment of the funding received is possible should the funding be spent on expenditures not allowable under the program.

Because entitlement to the payments is conditioned upon having incurred health care-related expenses or lost revenues that are attributable to COVID-19 (that is, a barrier to entitlement), and because noncompliance with the terms and conditions is grounds for recoupment by HHS of some or all of the payments (that is, a right of return), the payments are considered deferred revenue until such point that the conditions have been substantially met or explicitly waived by HHS, which had not occurred as of June 30, 2021.

## Note 10. <u>Paycheck protection program</u>

On April 17, 2020, the Organization received \$2,212,100 in loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business.

The loans and accrued interest are forgivable after eight or twenty-four weeks (the "Covered Period") as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight or twenty-four week period. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months.

The Organization was notified during August 2021 that the loan was forgiven in its entirety. As such, the Organization has no requirement to repay the funds and in accordance with Generally Accepted Accounting Principles, the entire amount will be reported as debt forgiveness income in the period it was forgiven.

#### Note 11. Line of credit

As of June 30, 202 and 2020, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March 29, 2022. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 3.75% at June 30, 2021 and 2020). The outstanding balance on the line at June 30, 2021 and 2020 was \$0. respectively. The line of credit is secured by all business assets and real estate.

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## Note 12. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Bank's term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,417,730 and \$2,535,230 at June 30, 2021 and 2020, respectively.

In accordance with generally accepted accounting principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in net assets without donor restrictions. For the years ended June 30, 2021 and 2020, the Organization reported an interest rate swap liability of \$100,265 and \$163,783 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$63,517 and (\$105,753) on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

#### Note 13. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$152,590 and \$120,073 for the years ended June 30, 2021 and 2020, respectively.

# Note 14. <u>Concentrations</u>

For the years ended June 30, 2021 and 2020, the Organization received approximately 74% and 73%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Organization Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds and Federal funding, which are drawn as related expenses are incurred.

#### Note 15. Lease commitments

The Organization leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$216,600 and \$212,500 for the years ended June 30, 2021 and 2020, respectively.

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# THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

#### Note 15. Lease commitments (continued)

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2020:

| Years ending June 30, |               |
|-----------------------|---------------|
| 2022                  | \$<br>215,325 |
| 2023                  | 219,539       |
| 2024                  | 223,753       |
| 2025                  | <br>54,185    |
| Total                 | \$<br>712,802 |

#### Note 16. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

|                                                                                        | <u>2021</u>         | <u>2020</u> .       |
|----------------------------------------------------------------------------------------|---------------------|---------------------|
| Financial assets at year end:                                                          |                     | · <u>.</u>          |
| Cash and cash equivalents                                                              | \$6,583,475         | \$3,980,700         |
| Accounts receivable                                                                    | 477,737             | 848,651             |
| Other receivable                                                                       | 226,806             | 193,213             |
| Security deposit                                                                       | 11,087              | 11,087              |
| Total financial assets                                                                 | 7,299,105           | 5,033,651           |
| Less amounts not available within one year:<br>Security deposit                        | (11,087)            | (11.087)            |
|                                                                                        |                     |                     |
| Financial assets available to meet general<br>Expenditures over the next twelve months | \$ <u>7,288,018</u> | \$ <u>5,022,564</u> |

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

## Note 17. COVID-19

The COVID-19 outbreak in the United States and other countries has caused business disruption through mandated and voluntary closings, travel restrictions, quarantine requirements, and other disruptions to general business operations. While the disruptions are currently expected to be temporary, there is uncertainty around the duration of the various mandated and voluntary restrictions in place, and what, if any, negative financial impact it will have on the Association. As of the date of this report, the related financial impact and duration cannot be reasonably estimated at this time.

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SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

# June 30, 2021

|                                          | Center for Life      | CLM               |                      |                     |                    |
|------------------------------------------|----------------------|-------------------|----------------------|---------------------|--------------------|
|                                          | Management           | Foundation        | Total                | <b>Eliminations</b> | <u>Consolidate</u> |
| ASSETS                                   |                      |                   |                      |                     |                    |
| Current assets:                          |                      |                   |                      |                     |                    |
| Cash and cash equivalents                | \$ 6,313,446         | \$ 270,029        | \$ 6,583,475         | \$-                 | \$ 6,583,47        |
| Accounts receivable, net                 | 477,737              | -                 | 477,737              |                     | 477,73             |
| Other receivables                        | 226,806              | -                 | 226,806              | -                   | 226,80             |
| Prepaid expenses                         | 121,323              | -                 | 121,323              | -                   | 121,32             |
| Security deposit                         | <u> </u>             |                   | 11,087               | -                   | 11,08              |
| Total current assets                     | 7,150,399            | 270,029           | 7,420,428            |                     | 7,420,42           |
| Property and equipment, net              | 3,682,944            |                   | 3,682,944            | -                   | 3,682,94           |
| Total assets                             | <u>\$ 10.833.343</u> | <u>\$ 270.029</u> | <u>\$ 11.103.372</u> | <u>s</u>            | \$ 11,103,37       |
| LIABILITIES AND NET ASSETS               |                      |                   |                      |                     |                    |
| Current liabilities:                     |                      |                   |                      |                     |                    |
| Current portion of long-term debt        | \$ 103,538           | \$-               | \$ 103,538           | s -                 | \$ 103,53          |
| Accounts payable                         | 100,008              |                   | 100,008              | -                   | 100,00             |
| Accrued payroll and payroll liabilities  | 201,904              | -                 | 201,904              | -                   | 201,90             |
| Accrued vacation                         | . 472,798            | -                 | 472,798              | -                   | 472,79             |
| Accrued expenses                         | 190,415              | -                 | 190,415              | -                   | 190,41             |
| Deferred revenue                         | 274,587              | -                 | 274,587              | -                   | 274,58             |
| Total current liabilities                | 1,343,250            |                   | 1,343,250            |                     | 1,343,25           |
| Long term liabilities:                   | •                    |                   |                      |                     |                    |
| Interest rate swap agreement             | 100,265              | -                 | 100,265              | -                   | 100,26             |
| PMPM reserve                             | 483,543              | -                 | 483,543              | -                   | 483,54             |
| Paycheck protection program note payable | 2,212,100            | -                 | 2,212,100            | -                   | 2,212,10           |
| Long-term-debt less current portion      | 2,013,109            | -                 | 2,013,109            | -                   | 2,013,10           |
| Total long term liabilities              | 4,809,017            | -                 | 4,809,017            | -                   | 4,809,01           |
| Total liabilities                        | 6,152,267            | -                 | 6,152,267            | -                   | 6,152,26           |
| Net assets:                              | . ,                  |                   |                      |                     | -, <b>,-</b> -     |
| Without donor restrictions               | 4,681,076            | 144,832           | 4,825,908            | -                   | 4,825,90           |
| With donor restrictions                  | -                    | 125,197           | 125,197              |                     | 125,19             |
| Total net assets                         | 4,681,076            | 270,029           | 4,951,105            |                     | 4,951,10           |
| Total liabilities and net assets         | \$ 10,833,343        | \$ 270,029        | \$ 11,103,372        | s -                 | \$ 11,103,37       |

See Independent Auditor's Report

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# THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2020

|                                          |            | er for Life<br>nagement |           | CLM<br>undation |          | Total            | <u>Eli</u> | minations | Consolic        | <u>dated</u>   |
|------------------------------------------|------------|-------------------------|-----------|-----------------|----------|------------------|------------|-----------|-----------------|----------------|
| ASSETS                                   |            |                         |           |                 |          |                  |            |           |                 |                |
| Current assets:                          |            |                         |           |                 |          |                  |            |           |                 |                |
| Cash and cash equivalents                | · \$       | 3,762,816               | \$        | 196,548         | \$       | 3,959,364        | \$         | 21,336    | \$ 3,980        | ),700          |
| Accounts receivable, net                 |            | 848,651                 |           | -               |          | 848,651          |            | -         | 848             | 8,651          |
| Other receivables                        |            | 214,549                 |           | -               |          | 214,549          |            | (21,336)  | 193             | 3,213          |
| Prepaid expenses                         |            | 121,456                 |           | -               |          | 121,456          |            | -         | 121             | 1,456          |
| Security deposit                         |            | 11,087                  |           | <u> </u>        |          | 11,087           |            | -         |                 | 1,087          |
| Total current assets                     |            | 4,958,559               |           | 196,548         |          | 5,155,107        |            | -         | 5,155           | 5,107          |
| Property and equipment, net              | ·          | 3,621,331               |           | <u> </u>        |          | 3,621,331        |            | -         | 3.621           | 1.331          |
| Total assets                             | <u>s</u>   | <u>8,579,890</u>        | <u>\$</u> | <u>196,548</u>  | <u>s</u> | <u>8,776,438</u> | <u>\$</u>  | -         | <u>\$_8.776</u> | 5 <u>.438</u>  |
| LIABILITIES AND NET ASSETS               |            |                         |           |                 |          |                  |            |           |                 |                |
| Current liabilities:                     |            |                         |           |                 |          |                  |            |           |                 |                |
| Current portion of long-term debt        | \$         | 98,538                  | \$        | -               | \$       | 98,538           | \$         | -         | \$ 98           | 8,538          |
| Accounts payable                         |            | 47,019                  |           | -               |          | 47,019           |            | -         | 47              | 7,019          |
| Accrued payroll and payroll liabilities  |            | 641,109                 |           | -               |          | 641,109          |            | -         | 641             | 1,109          |
| Accrued vacation                         |            | 383,284                 |           | -               |          | 383,284          |            | -         | 3,83            | 3,284          |
| Accrued expenses                         |            | 41,576                  |           | -               |          | 41.576           |            | •         | 41              | 1,576          |
| Deferred revenue                         |            | 8.000                   |           | -               | _        | 8,000            |            | •         |                 | 8,000          |
| Total current liabilities                |            | 1,219,526               |           | -               |          | 1,219,526        |            | -         | 1,219           | 9,526          |
| Long term liabilities                    | <i>,</i> - |                         | -         |                 |          |                  |            |           |                 |                |
| Interest rate swap agreement             |            | 163,783                 |           | -               |          | 163,783          |            | -         | 163             | 3,783          |
| PMPM reserve                             |            | 210,687                 |           | -               |          | 210,687          |            | -         | 210             | 0 <u>,</u> 687 |
| Paycheck protection program note payable |            | 2,212,100               |           |                 |          | 2,212,100        |            |           | 2,212           | 2,100          |
| Long-term-debt less current portion      |            | 2,116,679               |           | -               | _        | 2,116,679        |            | -         | 2,116           | 5,679          |
| Total long term liabilities              |            | 4.703,249               |           | -               |          | 4,539,466        |            | -         | 4,539           | ),466          |
| Total liabilities                        |            | 5,922,775               |           | -               |          | 5,922,775        |            | •         | 5,922           | 2,775          |
| Net assets:                              |            |                         |           | -               |          |                  |            |           |                 |                |
| Without donor restrictions               |            | 2,657,115               |           | 145,648         |          | 2,802,763        |            |           | 2,802           | 2,763          |
| With donor restrictions                  |            | -                       | _         | 50,900          | _        | 50,900           |            | -         | -               | 0,900          |
| Total net assets                         |            | 2,657,115               |           | 196,548         |          | 2,853,663        | _          | -         | 2,853           | 3,663          |
| Total liabilities and net assets         | \$         | 8.579.890               | s         | 196.548         | \$       | 8.776.438        | \$         |           | \$ 8.776        | 5.438          |

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#### THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidating Statement of Activities For the Year Ended June 30, 2021

|                                        |                     | C                | LM Foundation      |            |                     |              | F                   |
|----------------------------------------|---------------------|------------------|--------------------|------------|---------------------|--------------|---------------------|
|                                        | Center for Life     | Without Donor    | With Donor         |            |                     | •            |                     |
|                                        | Management          | Restrictions     | Restrictions       | Total      | Total               | Eliminations | Consolidated        |
| Public support and revenues:           |                     |                  |                    |            |                     |              |                     |
| Public support:                        |                     |                  |                    |            |                     |              |                     |
| Federal                                | \$ 868,764          | s -              | s - s              | <b>.</b> - | <b>\$</b> 868,764   | s -          | \$ 868,764          |
| State of New Hampshire - BBH           | 828,490             | -                | -                  | -          | 828,490             | -            | 828,490             |
| State and local funding                | 36,600              | -                | -                  | -          | 36,600              | -            | 36,600              |
| Other public support                   | 27.699              | 41,268           | 118,175            | 159,443    | 187,142             | -            | 187,142             |
| Total public support                   | 1,761,553           | 41,268           | 118,175            | 159,443    | 1.920,996           | •            | 1,920,996           |
| Revenues:                              |                     |                  |                    |            |                     |              |                     |
| Program service fees, net              | 17,727,719          | -                | -                  | -          | 17,727,719          | -            | 17,727,719          |
| Other service income                   | 245,722             |                  | -                  | -          | 245,722             | -            | 245,722             |
| Rental income                          | 4,963               | -                | • •                | -          | 4,963               | -            | 4,963               |
| Other                                  | 491,160             | -                | -                  | -          | 491,160             | (71,287)     | 419,873             |
| Total revenues                         | 18,469,564          | -                |                    | -          | 18,469,564          | (71.287)     | 18,398,277          |
| Total public support and revenues      | 20,231,117          | 41,268           | 118,175            | 159,443    | 20,390,560          | (71,287)     | 20,319,273          |
| Net assets released from restrictions: |                     | ,                |                    |            |                     | (            | 20,517,215          |
| Satisfaction of program restrictions   | -                   | 43,878           | (43,878)           | -          | -                   | -            | -                   |
| Total                                  | 20,231,117          | 85,146           | 74,297             | 159,443    | 20,390,560          | (71,287)     | 20,319,273          |
| Operating expenses:                    |                     |                  | · · <b>,</b> _ · · |            |                     | (**,2007)    | 20,017,275          |
| BBH funded programs:                   |                     |                  |                    |            |                     |              | _                   |
| Children                               | 5,427,719           | -                |                    | -          | 5,427,719           | -            | 5,427,719           |
| Elders                                 | 552.287             | -                | •                  | -          | 552,287             | -            | 552,287             |
| Vocational                             | 332.014             | -                | -                  | -          | 332,014             | -            | 332.014             |
| Multi-Service                          | 4,197,913           | · -              | -                  | -          | 4,197,913           | -            | 4,197,913           |
| Acute Care                             | 1,289,002           | -                | -                  | -          | . 1,289,002         |              | 1,289,002           |
| Independent Living                     | 2,973,494           | -                | -                  |            | 2,973,494           | _            | 2,973,494           |
| Assertive Community Treatment          | 909,960             | -                | -                  | _          | 909,960             | _            | 909,960             |
| Non-Specialized Outpatient             | 490,110             | -                | -                  | -          | 490,110             | _            | 490,110             |
| Non-BBH funded program services        | 922,221             | 14,675           | -                  | 14,675     | 936,896             | -            | 936,896             |
| Contributions                          |                     | 71,287           | - ·                | 71,287     | _ 71,287            | (71,287)     | _ 750,890           |
| Total program expenses                 | 17.094,720          | 85,962           |                    | 85,962     | 17,180,682          | (71,287)     | 17,109,395          |
| Administrative expenses                | 1,175,953           | -                | -                  | -          | 1,175,953           | -            | 1,175,953           |
| Total expenses                         | 18,270,673          | 85,962           |                    | 85,962     | 18,356,635          | (71,287)     | 18,285,348          |
| Change in net assets from operations   | 1,960,444           | (816)            | 74,297             | 73,481     | 2.033,925           | (/1,287)     | 2,033,925           |
| Non-operating expenses:                | 1.500.117           | (010)            | /~~//              | 75,401     | 2.033,923           | 、            | 2.033.923           |
| Fair value gain on interest rate swap  | 63,517              | -                | -                  |            | 63,517              | _            | 63,517              |
| Change in net assets                   | 2,023,961           | (816)            |                    | 73,481     | 2,097,442           | <u> </u>     |                     |
| Net assets, beginning of year          | 2,657,115           | [45,648          | 50,900             | 196,548    | 2,097,442           | -            | 2.097,442           |
| Net assets, end of year                | <b>\$</b> 4,681,076 |                  | \$ 125,197 \$      | _          | <b>\$</b> 4,951,105 | <u>-</u>     | 2,853,663           |
| ine asses, end of year                 | <u>,001,070</u>     | <u>a 144,032</u> | a 123,177 b        | 210,029    | <u></u>             | <u> </u>     | <u>\$ 4.951.105</u> |

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# DocuSign Envelope ID: 5C5784C0-FB4F-4436-8BFC-99EC1B79F34F THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Activities For the Year Ended June 30, 2020

|                                              | ,               | с                   | LM Foundation       |              |              |                     |                     |
|----------------------------------------------|-----------------|---------------------|---------------------|--------------|--------------|---------------------|---------------------|
|                                              | Center for Life | Without Donor       | With Donor          |              |              |                     |                     |
|                                              | Management      | <b>Restrictions</b> | <b>Restrictions</b> | <u>Total</u> | Total        | <b>Eliminations</b> | <b>Consolidated</b> |
| Public support and revenues:                 |                 |                     |                     |              |              |                     |                     |
| Public support:                              | ,               |                     | •                   |              |              |                     |                     |
| Federal                                      | \$ 1,143,039    | S                   | S -                 | s -          | \$ 1,143,039 | s.                  | \$ 1,143,039        |
| State of New Hampshire - BBH                 | 380,896         | -                   | -                   | -            | 380,896      | -                   | 380,896             |
| State and local funding                      | 44,102          | -                   | -                   | -            | 44,102       | -                   | 44,102              |
| Other public support                         | 117,714         | 56,199              | 50,900              | 107,099      | 224,813      | (57,000)            | 167,813             |
| Total public support                         | 1,685,751       | 56,199              | 50,900              | 107.099      | 1,792,850    | (57,000)            | 1,735,850           |
| Revenues:                                    |                 |                     |                     |              |              |                     |                     |
| Program service fees, net                    | 13,759,719      | -                   |                     | -            | 13,759,719   | -                   | 13,759,719          |
| Other service income                         | 584,033         | -                   | -                   | -            | 584,033      | -                   | 584,033             |
| Rental income                                | 5,288           | -                   | -                   | •            | 5,288        | •                   | 5,288               |
| Other                                        | 286,347         | -                   | -                   |              | 286,347      | (58,322)            | 228,025             |
| Total revenues                               | 14,635,387      | -                   | -                   | -            | 14,635,387   | (58,322)            | 14,577,065          |
| Total public support and revenues            | 16,321,138      | 56,199              | 50,900              | 107,099      | 16,428,237   | (115,322)           | 16,312,915          |
| Operating expenses:                          |                 |                     |                     |              |              | , , ,               | , , , ,             |
| BBH funded programs:                         |                 |                     |                     |              |              |                     |                     |
| Children                                     | 5,269,747       | -                   | -                   | -            | 5,269,747    | -                   | 5,269,747           |
| Elders                                       | 580,123         | -                   | -                   | -            | 580,123      | -                   | 580,123             |
| Vocational                                   | 321,661         | -                   | -                   | -            | 321,661      | -                   | 321,661             |
| Multi-Service                                | 3,148,577       | -                   | -                   | -            | 3,148,577    | -                   | 3,148,577           |
| Acute Care                                   | 1,183,032       | -                   | -                   | -            | 1,183,032    | -                   | 1.183,032           |
| Independent Living                           | 2,688,824       | • -                 | -                   | -            | 2,688,824    | •                   | 2,688,824           |
| Assertive Community Treatment                | 799,937         | -                   | -                   | •            | 799,937      | -                   | 799,937             |
| Non-Specialized Outpatient                   | 986,629         | • •                 | • •                 | -            | 986,629      | -                   | 986,629             |
| Non-BBH funded program services              | 577,697         | 6,456               | -                   | 6,456        | 584,153      | -                   | 584,153             |
| Contributions                                | -               | 115,322             | -                   | 115,322      | 115,322      | (115,322)           | -                   |
| Total program expenses                       | 15,556,227      | 121,778             |                     | 121,778      | 15,678,005   | (115,322)           | 15,562,683          |
| Administrative expenses                      | 1,027,869       | -                   | -                   | -            | 1.027,869    | · · · · · ·         | 1,027,869           |
| Total expenses                               | 16,584,096      | 121,778             |                     | 121,778      | 16,705,874   | (115,322)           | 16,590,552          |
| Change in net assets from operations         | (262,958)       | (65.579)            | 50,900              | (14,679)     |              | <u> </u>            | (277,637)           |
| Non-operating expenses:                      | , ,             | ( <i>i j</i>        |                     | (            | (,           |                     | (2003)              |
| Fair value gain (loss) on interest rate swap | (105,753)       | -                   | -                   | -            | (105,753)    | -                   | (105,753)           |
| Change in net assets                         | (368,711)       | (65,579)            | 50,900              | (14,679)     | (383,390)    |                     | (383,390)           |
| Net assets, beginning of year                | 3,025,826       | 211,227             | •                   | 211,227      | 3,237,053    | -                   | 3,237,053           |
| Net assets, end of year                      | \$ 2,657,115    | <b>s</b> 145,648    | \$ 50,900           |              | \$ 2,853,663 | <u>s</u>            | \$ 2,853,663        |

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# THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE

D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Analysis of Accounts Receivable

For the Year Ended June 30, 2021

|                     | Re | accounts<br>eceivable<br>ginning of<br><u>Year</u> | Gross Fees           | Contractual<br>Allowances and<br>Other Discounts<br><u>Given</u> | Cash Receipts                | Change in<br>Allowance  | Accounts<br>Receivable<br>End of<br><u>Year</u> |
|---------------------|----|----------------------------------------------------|----------------------|------------------------------------------------------------------|------------------------------|-------------------------|-------------------------------------------------|
| Clients             | \$ | 217,938                                            | \$ 899,089           | \$ (679,650)                                                     | \$ (212,452)                 | <b>\$</b> -             | \$ 224,925                                      |
| Insurance companies |    | 167,288                                            | 2,750,472            | (802,302)                                                        | (1,906,036)                  | -                       | 209,422                                         |
| Medicaid            |    | 546,959                                            | 15,946,027           | - (976,172)                                                      | (15,310,217)                 | ,<br>-                  | 206,597                                         |
| Medicare            |    | 124,224                                            | 784,810              | (194,555)                                                        | (631,436)                    | -                       | 83,043                                          |
| Allowance<br>Total  | \$ | (207,758)<br>848,651                               | <u>\$ 20,380,398</u> | <u>    (2,652,679</u> )                                          | -<br><u>\$ (18,060,141</u> ) | (38,492)<br>\$ (38,492) | (246,250)<br>\$ 477,737                         |

See Independent Auditor's Report

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#### THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT Schedule of Program Revenues and Expenses For the Year Ended June 30, 2021

|                                                                  | Children     | Elders            | Vocational          | Multi-<br><u>Service</u> | Acute<br><u>Carc</u> | Independent<br>Living | Assertive<br>Community<br><u>Treatment</u> | Non-<br>Specialized<br><u>Qutpatient</u> | Other<br><u>Non-BBH</u> | Total<br>Program<br><u>Services</u> | Admin-<br>istrative | Total<br><u>Agency</u> |
|------------------------------------------------------------------|--------------|-------------------|---------------------|--------------------------|----------------------|-----------------------|--------------------------------------------|------------------------------------------|-------------------------|-------------------------------------|---------------------|------------------------|
| Public support and revenues:                                     | •            |                   |                     |                          |                      |                       |                                            |                                          |                         |                                     |                     |                        |
| Public support:                                                  |              |                   |                     |                          |                      |                       |                                            |                                          |                         |                                     |                     |                        |
| Federal                                                          | \$ 1,625     | s -               | s -                 | s -                      | s -                  | \$ 865,514            |                                            | \$ 1,625                                 |                         | \$ 868,764                          | s -                 | \$ 868,764             |
| State of New Hampshire - BBH                                     | 127,867      |                   | -                   | 31,061                   | 133,138              | 209,696               | 225,000                                    | 6.675                                    | 95,053                  | 828,490                             | ÷                   | 828,490                |
| State and local funding                                          | -            | -                 | •                   | -                        | 36,600               | -                     | -                                          | •                                        | -                       | 36,600                              | -                   | 36,600                 |
| Other public support                                             | 2,660        | 249               | 166                 | 1,496                    | 499                  | 5,877                 | 416                                        | 826                                      | 166                     | 12,355                              | 15,344              | 27,699                 |
| Total public support                                             | 132,152      | 249               | 166                 | 32,557                   | 170,237              | 1,081,087             | 225,416                                    | 9,126                                    | 95,219                  | 1,746,209                           | 15,344              | 1,761,553              |
| Revenues:                                                        |              |                   |                     |                          |                      |                       |                                            |                                          |                         |                                     |                     |                        |
| Program service fees, net                                        | 7,658,435    | 1,013,228         | 279,668             | 4,756,173                | 943,176              | 1,573,243             | 555.854                                    | 176,482                                  | 771,460                 | 17,727,719                          | -                   | 17,727,719             |
| Other service income                                             | 66,709       | 41,318            | -                   | -                        |                      | 55                    | · -                                        | 44,733                                   | 91,231                  | 244,046                             | 1,676               | 245,722                |
| Rental income                                                    | 914          | •                 | -                   | 1,474                    | 837                  | 837                   | -                                          | 901                                      | -                       | 4,963                               | -                   | 4,963                  |
| Other                                                            | 139,290      | 7,507             | 14,306              | 130,307                  | 27,063               | 98,907                | 29,127                                     | 10,917                                   | 11,052                  | 468,476                             | 22,684              | <u> </u>               |
| Total revenues                                                   | 7,865,348    | 1,062,053         | 293,974             | 4,887.954                | 971,076              | 1,673,042             | 584,981                                    | 233,033                                  | 873,743                 | 18,445,204                          | 24,360              | 18,469,564             |
| Total public support and revenues                                | 7,997,500    | 1,062,302         | 294,140             | 4,920,511                | 1,141,313            | 2,754,129             | . 810,397                                  | 242,159                                  | 968,962                 | 20,191,413                          | 39,704              | 20,231,117             |
| Total expenses                                                   | 5,804,656    | 590,024           | 354,750             | 4,485,415                | 1,377,277            | 3,177,266             | 972,285                                    | 523,580                                  | 985,420                 | 18,270,673                          | -                   | 18,270,673             |
| Change in net assets from operations                             | 2,192,844    | 472,278           | (60,610)            | 435,096                  | (235,964)            | (423,137)             | (161,888)                                  | (281,421)                                | (16,458)                | 1,920,740                           | 39,704              | 1,960,444              |
| Non-operating expenses:<br>Fair value gain on interest rate swap | 23,446       | 2,922             | 1,061               | 12,703                   | 3.817                | 7,146                 | 2,712                                      | 2,699                                    | 2,254                   | 58,760                              | 4,757               | 63,517                 |
| Change in net assets                                             | \$ 2,216,290 | <u>\$ 475,200</u> | <u>\$ (59,549</u> ) | <u>\$ 447,799</u>        | <u>\$ (232,147</u> ) | <u>\$ (415,991</u> )  | <u>S (159,176</u> )                        | <u>\$ (278,722</u> )                     | <u>\$ (14,204</u> )     | <u>\$ 1,979,500</u>                 | <u>\$ 44,461</u>    | <u>\$ 2,023,961</u>    |

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#### THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT Schedule of Program Expenses For the Year Ended June 30, 2021

|                                       | <u>Çhildren</u>     | Elders            | Vocational       | Multi-<br><u>Service</u> | Acute .<br><u>Care</u> | Independent<br>Living | Assertive<br>Community<br><u>Treatment</u> | Non-<br>Specialized<br>Outpatient | Other<br><u>Non-BBH</u> | Total<br>Program<br><u>Services</u> | Admin-<br>istrative | Total<br>Agency |
|---------------------------------------|---------------------|-------------------|------------------|--------------------------|------------------------|-----------------------|--------------------------------------------|-----------------------------------|-------------------------|-------------------------------------|---------------------|-----------------|
| Personnel costs:                      |                     |                   |                  |                          |                        |                       | •                                          |                                   |                         |                                     |                     |                 |
| Salaries and wages                    | \$ 3,801,073        | \$ 416,290        | \$ 223,839       | \$ 3,110,403             | \$ 942,307             | \$ 1,346,177          | \$ 612,795                                 | <b>\$</b> 353,341                 | \$ 584,366              | \$11,390,591                        | \$ 668,007          | \$ 12,058,598   |
| Employee benefits                     | 730,904             | 70,244            | 65,456           | 566,645                  | 183,369                | 374,321               | 159,333                                    | 33,305                            | 138,878                 | 2,322,455                           | 96,707              | 2,419,162       |
| Payroll taxes                         | 260,978             | 28,465            | - 11,761         | 206,932                  | 59,749                 | 84,033                | 41,029                                     | 26,827                            | 39,286                  | 759,060                             | 45,487              | 804,547         |
| Accounting/audit fees                 | 24,039              | 2,397             | 988              | 18,511                   | 3,837                  | 8,790                 | 3,111                                      | 1,062                             | 2,755                   | 65,490                              | 387                 | · 65,877        |
| Advertising                           | 5,023               | 491               | 233              | 3,714                    | 1,431                  | 1,264.                | 631                                        | 662                               | 472                     | 13,921                              | 879                 | 14,800          |
| Conferences, conventions and meetings | 17,952              | 232               | 167              | 10,746                   | 4,852                  | 4,048                 | 600                                        | 533                               | 3,951                   | 43,081                              | 5,724               | 48,805          |
| Depreciation                          | 77,660              | 6,139             | 3,831            | 45,831                   | 21,316                 | 25,597                | 10,145                                     | 12,526                            | 8,887                   | 211,932                             | 38,576              | 250,508         |
| Equipment maintenance                 | 5,392               | 448               | 326              | 3,612                    | 1,223                  | 2,002                 | 817                                        | 477                               | 764                     | 15,061                              | 479                 | 15,540          |
| Equipment rental                      | 17,178              | 1,302             | 688              | 8,096                    | 2,809                  | 4,223                 | 2,019                                      | 1,657                             | 3,573                   | 41,545                              | 1,011               | 42,556          |
| Insurance                             | 18,997              | 1,761             | 662              | 13,056                   | 5,715                  | 4,697                 | 5,279                                      | 4,410                             | 1,398                   | 55,975                              | 30,891              | 86,866          |
| Interest expense                      | 27,446              | 2,019             | 929              | 13,074                   | 9,336                  | 7,476                 | 2,803                                      | 7,175                             | 2,124                   | 72,382                              | 31,233              | 103,615         |
| Legal fees                            | -                   | -                 | · · .            | -                        | -                      | -                     | 1,140                                      | -                                 | -                       | 1,140                               | 24,440              | 25,580          |
| Membership dues                       | 2,255               | 163               | 77               | 1,896                    | 499                    | 1,784                 | 942                                        | 442                               | 3,770                   | 11,828                              | 53,665              | 65,493          |
| Occupancy expenses                    | 164,359             | 3,107             | 1,026            | 26,184                   | 10,265                 | . 964,807             | 13,037                                     | 18,743                            | 43,941                  | 1,245,469                           | 31,901              | 1,277,370       |
| Office expenses                       | 102,951             | 7,205             | 5,043            | 63,582                   | 16,956                 | 32,272                | 23,160                                     | 11,748                            | 17,903                  | 280,820                             | 44,316              | 325,136         |
| Other expenses                        | 1,007               | 18                | 62               | 1,063                    | 438                    | 1,959                 | 285                                        | 133                               | 62                      | 5,027                               | 30,584              | 35,611          |
| Other professional fees               | 93,061              | 7,474             | 5,316            | 68,485                   | 19,964                 | 32,639                | 13,473                                     | 8,009                             | 18,061                  | 266,482                             | 50,482              | 316,964         |
| Program supplies                      | 33,557              | 1,455             | 1,412            | 21,385                   | 4,579                  | 8,358                 | 3,639                                      | 7,235                             | 49,848                  | 131,468                             | 20,034              | 151,502         |
| Travel                                | 43,887              | 3,077             | 10,198           | 14,698                   | 357                    | 69,047                | 15,722                                     | 1,825                             | 2,182                   | 160,993                             | 1,150               | 162,143         |
|                                       | 5,427,719           | 552,287           | 332,014          | 4,197,913                | 1,289,002              | 2,973,494             | 909,960                                    | 490,110                           | 922,221                 | 17,094,720                          | 1,175,953           | 18,270,673      |
| Administrative allocation             | 376,937             | 37,737            | 22,736           | 287,502                  | 88,275                 | 203,772               | 62,325                                     | 33,470                            | 63,199                  | 1,175,953                           | (1,175,953)         | -               |
| Total program expenses                | <u>\$ 5,804,656</u> | <b>\$</b> 590,024 | <b>S</b> 354,750 | \$ 4,485,415             | <u>\$ 1,377,277</u>    | \$ 3,177,266          | <b>\$</b> 972,285                          | \$ 523,580                        | <u>\$ 985,420</u>       | <u>\$18,270,673</u>                 | <u>s</u> .          | \$ 18,270,673   |

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DocuSign Envelope ID: 5C5784C0-FB4F-4436-8BFC-99EC1B79F34F CLM Center for Life Management.

# BOARD OF DIRECTORS - FY2022

| Name/Position                           | <u>Home Address</u> | <u>Telephone/Emails</u> |
|-----------------------------------------|---------------------|-------------------------|
| David Hebert<br>Chairperson             |                     |                         |
| Maria Gudinas<br>Vice Chair             |                     |                         |
| vice chun                               |                     | ,                       |
| Susan Davis<br>Secretary                |                     |                         |
| Ron Lague, CPA, CVA<br>Treasurer        |                     |                         |
| Judi Ryan, RN                           |                     |                         |
| Vic Topo, MSW<br>President & CEO        |                     |                         |
| Vernon Thomas,<br>Captain, Derry Police |                     |                         |
| . ``                                    |                     |                         |
| Christopher Peterson,<br>MD             |                     |                         |
| Joseph Crawford                         |                     |                         |
|                                         |                     |                         |
| Michael Delahanty                       |                     |                         |
| Rebecca Sanborn                         |                     |                         |
|                                         |                     |                         |
|                                         |                     |                         |
|                                         |                     |                         |

# **VICTOR TOPO**

# **President/Chief Executive Officer**

Successful 32-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and nontraditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and reinvention
- Team building and leadership.
- Strategic planning<sup>\*</sup>
- Collaboration

- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

# **Professional Experience**

# Center for Life Management – Derry, NH President/Chief Executive Officer

1999 - Present

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 13 million.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes eprescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of fifteen years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

# Pathways, Inc. - Mentor, OH

# Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of \$486,000 and over-11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

1988 - 1999

# VICTOR TOPO

#### -Page 2-

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

# Community Counseling Center – Ashtabula, OH

# Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital. Key results:

- Transitioned consumers back into supervised and independent living.
- . Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

# EDUCATION

# Master of Social Work (MSW) West Virginia University, Morgantown, WV

#### Bachelor of Arts (BA)

Siena College, Londonville, NY

# Associate of Applied Science (AAS) Fulton-Montgomery Community College, Johnstown, NY

#### **BOARD/LEADERSHIP POSITIONS**

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair Consumers and Families Work Group

# Statewide Evidenced Based Practice Committee - Co-Chair

Greater Salem Chamber of Commerce - Board of Directors

Behavioral Health Network – Board of Directors

# Greater Derry/Londonderry Chamber of Commerce - Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program - Graduate, Class of 2001

#### 1983-1988

# **DIANA LACHAPELLE, CPA**

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working collaboratively and driving change to optimize profitability.

# **Core Qualifications**

- Strategic Planning
- SOX Compliance
- Internal Controls
- Revenue Cycle Management • Budgeting & Forecasting Financial Reporting & Analysis
  - Contract Negotiations
- Audit
- Labor Management

**PROFESSIONAL EXPERIENCE** 

# **VICE PRESIDENT – CHIEF FINANCIAL OFFICER**

# The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

# CHIEF EXECUTIVE OFFICER

# Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

# Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction. •

# **CONTROLLER/CHIEF FINANCIAL OFFICER**

# Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

# **CPA SERVICES**

# Diana C. Lachapelle, CPA, Bedford, NH 2003-2011

Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

# DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this \$550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by \$6.9 million.

# FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP

Nashua Corporation, Nashua, NH 1993-1996

# AUDITOR

Ernst & Young, Manchester, NH 1989-1992

# **EDUCATION & CERTIFICATION**

Bachelor of Science in Business Administration, University of New Hampshire, Durham Certified Public Accountant, State of New Hampshire Member of the American College of Healthcare Executives and Healthcare Financial Management Association

# SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise; Microsoft Office Suite, Ariba Contract Management, Maven, Beacon, Tableau DocuSign Envelope ID: 5C5784C0-FB4F-4436-8BFC-99EC1B79F34F

#### **Steve** Arnault To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in Objective the health care environment. Healthcare Systems Allgn, LLC Professional Nottingham, NH Experience 1/2010 - Present Lead Healthcare Systems Align.com Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision. VP of Quality, Compliance Center for Life Management, Derry, NH 1/2009 - Present www.centerforlifemanagement.org Senior management position in mental health center serving 6000 consumers Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations. Develop and maintain systems to assure fidelity to evidence based practices. Continuous development of EMR and associated staff training. Establish and maintain outcome measures and their incorporation into QI/UR initiatives. Develop and implement projects to improve the quality of care. Chair of agency Safety Committee. 1/2006 - 12/2009 Portsmouth Regional Hospital Director, Behavioral Health Portsmouth, NH . Services Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10. 5 million dollars. Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors. Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

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# Steve Arnault

Assistant Director of **Behavioral Health Services**  Portsmouth Regional Hospital Portsmouth, NH

- Responsible for the clinical and administrative functioning of the Psychiatric assessment 4 and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services Community Partners; Dover, NH 11/2001 -- 4/2005

Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Genatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 mangers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of **Riverbend Community Mental Health Ctr** 9/2000 - 11/2001 Community Support Prog. Concord, NH

Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

| Treatment Team | Riverbend Community Mental Health Ctr | 8/1996 - 9/2000 |
|----------------|---------------------------------------|-----------------|
| Coordinator    | Concord, NH                           |                 |

Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

| Team Leader                | Strafford Guidance Center; Dover, NH                           | 1/1993 – 8/1996  |
|----------------------------|----------------------------------------------------------------|------------------|
| <ul> <li>Clinic</li> </ul> | and administrative supervision of 8 direct care staff. Serving | an average of 80 |

Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

#### Clinical Case Manager

Strafford Guidance Center: Dover, NH

1/1992 - 12/1993

Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

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individuals with severe and persistent mental illness.

# <u>Steve Arnault</u>

|                                         | Assistant Director /<br>Behavioral Specialist                                                                                                        | Residential Resources; Keene, NH                                                                                                                                        | 1/1989 - 1/1992                        |  |  |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--|--|
|                                         | living arrangemen                                                                                                                                    | istrative, fiscal and clinical activities for 5 group home<br>ts serving people with developmental disabilities. Pr<br>lividuals with behavioral/functional challenges. | es and 3 supported<br>ovide behavioral |  |  |
|                                         | Behavioral Specialist /<br>Clinical Supervisor                                                                                                       | The Center for Humanistic Change<br>Manchester, NH                                                                                                                      | 8/1986 - 1/1989                        |  |  |
|                                         | <ul> <li>Provide behaviora<br/>group homes, day</li> </ul>                                                                                           | I consultation to individuals facing behavioral/function<br>programs, vocational and family settings. Supervise                                                         | nal challenges in<br>ed 2 clinicians.  |  |  |
| -                                       | House Manager                                                                                                                                        | Greater Lawrence Psychological Center<br>Lawrence, MA                                                                                                                   | 6/1984 - 8/1986                        |  |  |
|                                         | <ul> <li>Administrative, clinical and financial management of a group home serving 4<br/>men with severe and persistent mental illness.</li> </ul>   |                                                                                                                                                                         |                                        |  |  |
| Teaching &<br>Educationai<br>Experience | Adjunct Faculty                                                                                                                                      | New England College; Henniker, NH<br>www.nec.edu                                                                                                                        | 9/1994 - Present                       |  |  |
|                                         | <ul> <li>Teach graduate an<br/>development and e</li> </ul>                                                                                          | d undergraduate courses in psychology, counseling<br>valuation                                                                                                          | ., program                             |  |  |
| •                                       | Director of Masters<br>Degree Program in<br>Mental Health Counseling                                                                                 | New England College; Henniker, NH                                                                                                                                       | 1/1998 – 3/2002                        |  |  |
|                                         | <ul> <li>Oversight of curricu</li> </ul>                                                                                                             | elemented curriculum for degree program.<br>Ium to insure quality, academic standards and stude                                                                         | nt relention.                          |  |  |
|                                         | <ul> <li>Development and execution of marketing plan.</li> <li>Provided academic advising and mentoring to students.</li> </ul>                      |                                                                                                                                                                         |                                        |  |  |
|                                         | <ul> <li>Provoce academic advising and memoring to statemic.</li> <li>Faculty recruitment, supervision and monitoring of academic quality</li> </ul> |                                                                                                                                                                         |                                        |  |  |
|                                         | Curriculum Consultant                                                                                                                                | New England College; Henniker, NH                                                                                                                                       | Fall 2012 -<br>Present                 |  |  |
|                                         | <ul> <li>Developed cumcula<br/>into primary medicir</li> </ul>                                                                                       | for a certificate and C.A.G.S. in the integration of be<br>ne.                                                                                                          | havioral health                        |  |  |

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# KENNETH M. BROWN, M.D., M.P.H.

| EDUCATION |                                                                 |
|-----------|-----------------------------------------------------------------|
| 1994-1996 | Child and Adolescent Psychiatry Fellowship                      |
| -         | University of Miami/ Jackson Memorial Hospital                  |
| 1991-1994 | Psychiatry Residency                                            |
|           | Medical University of South Carolina                            |
|           | Institute of Psychiatry                                         |
|           | Charleston, South Carolina                                      |
| 1987-1992 | Doctor of Medicine                                              |
|           | Tulane University School of Medicine                            |
|           | Tulane Medical Center                                           |
|           | Charity Hospital                                                |
|           | New Orleans, Louisiana                                          |
| 1987-1991 | Masters of Public Health                                        |
|           | Tulane University School of Tropical Medicine and Public Health |
|           | New Orleans, Louisiana                                          |
| 1983-1987 | Bachelor of Science Engineering                                 |
|           | Major: Biomedical Engineering                                   |
|           | Tulane University School of Engineering                         |
| 1985-1986 | Tulane University Honor Scholar Junior Year Abroad              |
|           | Major: Engineering                                              |
|           | University of Southampton                                       |
|           | Southampton, England                                            |
|           |                                                                 |

# EMPLOYMENT

| 2000-Present | Medical Director<br>Hampstead Hospital<br>Hampstead, New Hampshire                         |
|--------------|--------------------------------------------------------------------------------------------|
| 1996-2000    | Chief, Child and Adolescent Psychiatrist<br>Hampstead Hospital<br>Hampstead, New Hampshire |

## EMPLOYMENT (cont.)

1996-Present Solo Private Practice (Inpatient and Outpatient) Child, Adolescent and Adult Psychotherapy and Psychopharmacology Hampstead Hospital 218 East Road Hampstead, New Hampshire

- 1997-2000 Child and Adolescent Psychiatrist Center for Life Management Community Mental Health Center Derry, New Hampshire
- 1991-1994 Court Appointed Expert Witness Court Appointed Designated Examiner Charleston County Court
- 1993-1994 Treating Psychiatrist South Carolina Department of Mental Health Dual Diagnoses Community Mental Health Clinic Charleston, South Carolina

# ACADEMIC AFFILIATIONS

1999-Present Adjunct Professor in Clinical Research Dartmouth University Hanover, New Hampshire

# RESEARCH

2001-2003 Sub-investigator Access Clinical Trials

> <u>A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-</u> <u>Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release</u> <u>Carbamazepine in Patients with Bipolar Disorder.</u> Shire Laboratories

<u>A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-</u> <u>Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release</u> <u>Carbamazepine in Lithium Failure Patients with Bipolar Disorder.</u> Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary Efficacy of Flutamide Compared to Placebo in Patients with Anorexia, Nervosa Vela Pharmaceuticals Inc.

# RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics. Corcept Therapeutics, Inc.

<u>Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia</u> Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus <u>Placebo in the Treatment of Acutely Manic Patients with Bipolar</u> <u>Disorder</u>. Bristol-Myers Squibb Pharmaceutical Research Institute

# PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression Daviss, Bentivoglio, Racusin, Brown, et al., J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

<u>A Retrospective Study of Citalopram in Adolescents with Depression</u> Bostic J.Q., Prince J., Brown K., Place S. Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

<u>Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot</u> <u>Study.</u> Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S. Psychopharmacoogy Bulletin 2002; 36: 100-107

- 2001 <u>Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.</u> Presented at the Annual Meeting of the American Psychiatric Association, New Orleans, LA 5/9/2001
- 2001 <u>Citalopram in Adolescents with Mood and Anxiety Disorders.</u> Presented at the Annual Meeting of NCDEU, Phoenix, AZ 5/29/2001
- 2001 <u>Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.</u> Presented at the Annual Meeting of the American Psychiatric Association 2001 Institute on Psychiatric Services, Orlando, FL 10/11/2001

# HONORS AND OFFICES HELD

# ACADEMIC AWARDS AND OFFICES

--Golden Apple Award for Excellence in teaching medical students

--Residency Education Committee representative

--Vice President Tulane Medical School Class of 1991

--President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

-- Tau Beta Pi (engineering honor society)

--Alpha Eta Mu Beta (biomedical engineering honor society)

--Alpha Epsilon Delta (premedical honor society)

--Honor Scholar Junior Year Abroad Program

#### SOCIETY MEMBERSHIPS

--American Medical Association

--American Psychiatry Association

--American Academy of Child and Adolescent Psychiatry

--New Hampshire Medical Association

--New Hampshire Psychiatry Association

--New England Society of Child and Adolescent Psychiatry

# CERTIFICATIONS

---Board Certified General Psychiatry

American Board of Psychiatry and Neurology, #43597

--Board Eligible, Child and Adolescent Psychiatry

#### LICENSES

--New Hampshire, Maine, South Carolina, Florida, Louisiana

# Angela Moran

17 Meadowbrook Rd Methuen, MA 01844 603-496-0653 Acetwenty3@gmail.com

Objective: Seeking employment in management, human services and customer service.

#### Experience:

| Center for Life Management  | Derry, NH | July 2017-Present |
|-----------------------------|-----------|-------------------|
| Interim Director of Housing |           | 2/2019-Present    |

Interim Director of Housing

- Works collaboratively with The Bureau Housing Supports to outreach and assist homeless individuals
- Engage homeless towards finding permanent housing/treatment for mental illness or substance misuse.
- Refer individuals for clinical screening and diagnostics into case management services.
- Participate within the local LSDA, foster cooperation and collaboration between service providers, as well as follow through on referrals made to CLM in regards to possible homeless individuals.
- Follow state and federal regulations regarding use of funds and services for the. homeless and mentally ill.
- Adhere to CLM and State of NH regulations regarding documentation and HMIS data collection
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Assist in the development of NOFA documentation and HMIS Annual Performance Reports
- Update APR's for PATH outreach, All Projects for housed Participants that are in SPC, SPC II, PH1 and FH1
- Follow through with Audits preformed on all Projects done by BHS
- Adhere to policies with Rental calculations, Redeterminations, FMR's
- Assist with getting documentation of homelessness for HUD's definition of the Chronically homelessness
- Voucher participants that fall into the HUD's CH definition and assist them with finding housing
- Work with landlords who accept the housing voucher through CLM and BHS to assist with and problem solve issues with participants
- Reports to VP and QA of CLM on a weekly basis

## Housing Development Assistant

#### 10/2018-2/2019

- Works collaboratively with Housing Director to Outreach and assist homeless individuals.
- Engage homeless towards finding permanent housing/treatment for mental illness or substance misuse.
- Refer individuals for clinical screening and diagnostics into case management services.
- Participate within the local LSDA, foster cooperation and collaboration between service providers, as well as follow through on referrals made to CLM in regards to possible homeless individuals.
- Follow state and federal regulations regarding use of funds and services for the homeless and mentally ill.
- Adhere to CLM and State of NH regulations regarding documentation and HMIS data collection
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Assist in the development of NOFA documentation and HMIS Annual Performance Reports
- Assist individuals w/ applying for Medicaid and Social Security benefits
- Perform other duties as assigned by Director

#### PATH Outreach Worker

#### 7/2017-10/2108

- Coordinate intake and needs for assessments for all clients and work with clients and their barriers to obtain services/housing and/or perform a warm handoff to in-house case manager.
- Perform outreach services, contacting homeless persons in all places where they congregate in our catchment area.
- Provide supportive services in a non-judgmental manner.
- Provide information, referrals, and advocacy to assist clients in accessing services and resources.
- Assist clients with procuring necessary documents and services such as ID card, birth certificate, social security, disability income.
- Assist clients with housing applications, complete supportive and subsidized housing paperwork, and advocate for clients with prospective landlords.

# Work Opportunities Unlimited

Dover, NH

2016-2017

# **Career Resource Specialist Seacoast Area**

- Assist clients develop career goals/Work support and assessment
- Intake coordination for DCYF clients
- Create and develop Individual Support Plans/Coaching clients to help maximize success
- Job retention skills/Job coaching skills
- Mock interviewing skills and assessment
- Job Development/Business Development

| Sutton Hill Center-Genesis Healthcare | North Andover, MA | 2016-Present |
|---------------------------------------|-------------------|--------------|
|---------------------------------------|-------------------|--------------|

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#### **Recreation Assistant**

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

# Rutland Healthcare and Rehabilitation -Genesis Healthcare Rutland, VT 2015-2016

#### **Recreation Assistant**

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

Balance Chiropractic PLLC Concord, NH 2008-2015

# Office Manager

- Maintained all charts and intakes for patients
- Scheduling, collecting co-pays, calling insurance companies for benefits
- Following up on charts and following up with payments from patients
- Ordered supplies, supplements, fielding calls to schedule and reschedule patients

| Children's Place | Manchester, NH | 2007-2008 |
|------------------|----------------|-----------|
|------------------|----------------|-----------|

#### Store Manager

- Ran all aspects of the stores operation from scheduling, payroll, shipment, floor sets
- Training all management and part time sales associates
- Customer service

Olympia Sports Salem, NH 1995-2007

Store Manager

- Part time from 1995-1997, Manager Trainee, Store Manager 2000
- Ran all operations of store and maintained good customer service
- Training for all management and part time sales associates
- Made sure to reach sales goals and inventory

#### Volunteer Experience

## YMCA Allard Center of Goffstown

- Volunteered for co-coaching of competitive swim team (18 kids ages 11-16)
- Volunteered for Kohl's Cares Softball tournament to raise \$500
- Volunteered for Zumba/dance-a-thon to raise over \$200

# **Education:**

Rutland High School 1997

Seacoast Career School 2006

#### **References:**

Erin Mitchell- YMCA of Greater Nashua, Director of Achievement

919-518-3415

Kristin Jones, BA- Counselor

603-425-9233

Amanda St. Cyr - Supply Supervisor, Elliot Hospital

603-486-6122

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# CONTRACTOR NAME

# Key Personnel

| Name             | Job Title               | Salary Amount Paid |  |
|------------------|-------------------------|--------------------|--|
| Vic Topo         | CEO                     | from this Contract |  |
| Diana Lachapelle | VP - CFO                | 0                  |  |
| Steve Arnault    | VP Operations & Quality | 0                  |  |
| Kenneth Brown    | Medical Director        | 0                  |  |
| Angie Moran      | Housing Director        | \$13750            |  |
| ,                | · ·                     |                    |  |



.ori A. Shibipette

Commissioner

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.dbbs.nh.gov

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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

| Vendor Name & Code                                                                  | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount | Current<br>Completion<br>Date | Revised<br>Completion<br>Date |
|-------------------------------------------------------------------------------------|-------------|-------------------|------------------------|-------------------|-------------------------------|-------------------------------|
| Community Action<br>Partnership<br>Strafford County,<br>Dover, NH                   | Statewide   | \$77,048          | \$38,524               | \$115,572         | June 30,<br>2021              | June 30,<br>2022              |
| #177200-B004                                                                        |             |                   |                        |                   |                               |                               |
| Community Action<br>Program Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | Statewide   | \$173,444         | <b>\$8</b> 6,722       | \$260,166         | June 30,<br>2021              | June 30,<br>2022              |
| #177203-B003                                                                        | 1           |                   |                        |                   |                               |                               |
| FIT/NHNH, Inc.,<br>Manchester, NH<br>#157730-B001                                   | Concord     | \$308,452         | \$219,915              | \$528,387         | August 31,<br>2021            | August 31,<br>2022            |
| FIT/NHNH, Inc.,<br>Manchester, NH<br>#157730-B001                                   | Concord     | \$137,170         | \$68,585               | \$205,755         | June 30,<br>2021              | June 30,<br>2022              |

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

Christine L. Sentaniclio

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# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

| #177511-R001                                                                              |                                             |                        |           |                   | ·                | · · · · · · · · · · · · · · · · · · · |
|-------------------------------------------------------------------------------------------|---------------------------------------------|------------------------|-----------|-------------------|------------------|---------------------------------------|
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                                 | Statewide                                   | \$173,104              | \$86,552  | \$259,656         | June 30,<br>2021 | June 30,<br>2022                      |
| #177511-R001                                                                              |                                             |                        |           |                   |                  |                                       |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$57 <u>0</u> ,368     | \$292,036 | <b>\$8</b> 62,404 | June 30,<br>2021 | June 30,<br>2022                      |
| The Mental Health<br>Center for Southern<br>New Hampshire<br>Derry, NH<br>#174116-R001    | Western<br>Rockingham<br>County             | \$540,894              | \$286,119 | \$827,013         | June 30,<br>2021 | June 30,<br>2022                      |
| The Mental Health<br>Center for<br>Southern New<br>Hampshire<br>Derry, NH<br>#174116-R001 | Western<br>Rockingham<br>& Coos<br>Counties | \$979, <del>9</del> 73 | \$758,031 | \$1,738,004       | July 31,<br>2021 | July 31,<br>2022                      |
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH                             | Statewide                                   | \$261,644              | \$130,822 | \$392,466         | June 30,<br>2021 | June 30,<br>2022                      |
| #177195-B009                                                                              |                                             |                        | <b></b>   |                   |                  | <u> </u>                              |
| Tri-County<br>Community Action<br>Program Inc.,                                           | Grafton,<br>Coos, &<br>Carroll              | \$178,638              | \$90,399  | <b>\$</b> 269,037 | June 30,<br>2021 | June 30,<br>2022                      |
| Berlin, NH<br>#177195-8009                                                                | Counties                                    |                        |           |                   |                  |                                       |

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

| 05-95-42-423010-79270000 | HEALTH AND SOCIAL   | L SERVICES, DEPT | OF HEALTH AND HUMAN |
|--------------------------|---------------------|------------------|---------------------|
| SVCS, HHS: HUMAN SERV    | ACES, HOMELESS & HO | USING, HOUSING - | BHELTER PROGRAM     |

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title                | Job<br>Number | Current<br>Budget   | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|----------------------------|---------------|---------------------|------------------------------------|-------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$1,606,764         | <b>\$</b> 0                        | \$1,606,764       |
| 2021                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | <b>\$</b> 2,145,410 | \$0                                | \$2,145,410       |
| 2022                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$96,649            | \$2,215,928                        | \$2,312,577       |
| 2023                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$0                 | \$119,299                          | \$119,299         |
|                         |                    |                            | Total:        | \$3,848,823         | \$2,335,227                        | \$6,184,050       |

# EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

#### Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

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

This Amendment to the Continuum of Care, Family Housing I contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37), 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 Standard Contract Language, Section 2, Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2022

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

\$827,013

- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:

| 1.2.4.1  | NH0003L1T001811 (Grant Year 1) |
|----------|--------------------------------|
| 1.2.4.2. | NH0003L1T001912 (Grant Year 2) |
| 1.2.4.3. | NH0003L1T002013 (Grant Year 3) |

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$827,013

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          |                             | Grant Year 1   | <u>Grant Year 2</u> | Grant Year 3   |
|----------|-----------------------------|----------------|---------------------|----------------|
| 1.2.8.1. | Rental Assistance           | \$201,684      | \$207,708           | \$220,368      |
| 1.2.8.2. | Supportive Services         | \$59,464       | \$59,464            | \$59,464       |
| 1.2.8.3. | Administrative Expenses     | <u>\$6,287</u> | <u>\$6,287</u>      | <u>\$6,287</u> |
| 1.2.8.4. | <b>Total Program Amount</b> | \$267,435      | \$273,459           | \$286,119      |

SS-2020-BHS-04-PERMA-03-A02

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

|                     | DS |  |
|---------------------|----|--|
| Contractor Initials | VT |  |
|                     |    |  |

Date 6/10/2021

#### DocuSign Envelope ID: 753E3C5E-6020-40E3-B021-7BA7CF121935

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

6/10/2021

Date

| 1 | - Jocusignici by.     |  |  |  |  |  |
|---|-----------------------|--|--|--|--|--|
|   | Christine Santaniello |  |  |  |  |  |

Name: Christine Santaniello Title: Director

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

|        | DocuSigned by: |          |   |
|--------|----------------|----------|---|
|        | Vic Topo       |          | - |
| Name:  | Victopo        | <u> </u> |   |
| Title: | ceo            |          |   |

6/10/2021

Date

SS-2020-8HS-04-PERMA-03-A02

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

## OFFICE OF THE ATTORNEY GENERAL

6/11/2021

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

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Date

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Date

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Name: Title:

SS-2020-BHS-04-PERMA-03-A02

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

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#### STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Christine L. Santanicilo Director  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 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46. 100% Federal Funds.

| Vendor Name                                                                               | Vendor<br>Code  | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount |
|-------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|------------------------|-------------------|
| Community<br>Action<br>Partnership<br>Strafford<br>County,<br>Dover, NH                   | 177200-<br>B004 | Statewide   | \$38,524          | \$38,524               | \$77,048          |
| Community<br>Action<br>Program<br>Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | 177203-<br>B003 | Statewide   | \$86,722          | \$86,722               | \$173,444         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$99,046          | \$101,469              | \$200,515         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$68,585          | \$68,585               | \$137,170         |

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

*...* 

| The Lakes<br>Region Mental<br>Health Center,<br>Inc.,<br>Laconia, NH         | 154480-<br>B001 | Laconia                                      | \$99,835    | \$102,211   | \$202,046      |
|------------------------------------------------------------------------------|-----------------|----------------------------------------------|-------------|-------------|----------------|
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$85,230    | \$87,728    | \$172,958      |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Statewide                                    | \$86,552    | \$86,552    | \$173,104      |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$281,824   | \$288,544   | \$570,368      |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$267,435   | \$273,459   | \$540,894<br>, |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$273,230   | \$303,674   | \$576,904      |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Bertin, NH             | 177195-<br>B009 | Statewide                                    | \$130,822   | \$130,822   | \$261,644      |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959    | \$89,679    | \$178,638      |
|                                                                              |                 | Total:                                       | \$1,606,764 | \$1,657,969 | \$3,264,733    |

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# His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title               | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|---------------------------|---------------|-------------------|------------------------------------|-------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$1,606,764       | \$0                                | \$1,606,764       |
| 2021                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$0               | \$1,657,696                        | \$1,657,696       |
|                         |                    |                           | Total         | \$1,606,764       | \$1,657,969                        | \$3,264,733       |

#### EXPLANATION

This request is **Sole Source** because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted

Lori A. Shibinette Commissioner



## New Hampshire Department of Health and Human Services Continuum of Care, Family Housing I

## State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care Program, Family Housing I

This 1<sup>st</sup> Amendment to the Continuum of Care, Family Housing I contract (hereinafter referred to as "Amendment #1") 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 Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 10 Tsienneto Rd, Derry, NH, 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, the Contract may be amended and extended 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2021.

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

\$540,894

- 3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4. to read:
  - 1.2.4. Grant Numbers;

1.2.4.1. NH0003L1T001811 (Grant Year 1)

- 1.2.4.2. NH0003L1T001912 (Grant Year 2)
- 4. Exhibit 8, Methods and Conditions Precedent to Payment, Section 1., Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1 Not to exceed \$540,894

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          |                         | Grant Year 1 | Grant Year 2 |
|----------|-------------------------|--------------|--------------|
| 1.2.8.1. | Rental Assistance       | \$201,684    | \$207,708    |
| 1.2.8.2  | Supportive Services     | \$59,464     | \$59,464     |
| 1.2.8.3. | Administrative Expenses | \$6,287      | \$6,287      |
| 1.2.8.4. | Total Program Amount    | \$267,435    | \$273,459    |

The Mental Health Center for Southern New Hampshire SS-2020-BHS-04-PERMA-03-A01

Amendment #1 Page 1 of 3



New Hampshire Department of Health and Human Services Continuum of Care, Family Housing I



All terms and conditions of the Contract not inconsistent with this Amendment #1 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

Name: Ch

Name: Christipe L. Santaniello Tille: Directon DEHS

The Mental Health Center for Southern New Hampshire

Name: Vic Topo

Title: CCO/President

The Mental Health Center for Southern New Hampshire SS-2020-BHS-04-PERMA-03-A01

Amondment #1 Page 2 of 3



## New Hampshire Department of Health and Human Services Continuum of Care, Family Housing I

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

OFFICE OF THE ATTORNEY GENERAL

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:

The Montal Health Conter for Southern New Hampshire SS-2020-BHS-04-PERMA-03-A01

Amendment #1 Page 3 of 3



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## STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

## DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers Commissioner

Christine L. Santaniello Director 129 PLEASANT STREET, CONCORD, NH D330) 603-271-9474 1-500-852-3345 Ext 9474 Fax:.603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020, 100% Federal Funds.

| Vendor Name                                                                                     | Project Name                                         | Vendor#     | Location                           | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------|------------------------------------|--------------------|
| Community Action<br>Partnership Strafford County                                                | Coordinated Entry                                    | 177200-B004 | Statewide                          | \$38,524           |
| Community Action Program<br>Belknap-Merrimack Counties,<br>Inc.                                 | Coordinated Entry                                    | 177203-B003 | Statewide                          | \$86,722           |
| FIT/NHNH, Inc.                                                                                  | Concord Community<br>Leasing II Permanent<br>Housing | 157730-8001 | Concord                            | \$99,046           |
| FIT/NHNH, Inc.                                                                                  | Concord Permanent<br>Housing                         | 157730-B001 | Concord                            | \$68,585           |
| The Lakes Region Mental )<br>Health Center, Inc.                                                | McGrath Street<br>Permanent Housing                  | 154480-8001 | Laconia                            | \$99,835           |
| Southwestern Community<br>Services, Inc.                                                        | Permanent Housing<br>Cheshire County                 | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$85,230           |
| Southwestern Community<br>Services, Inc.                                                        | Coordinated Entry                                    | 177511-R001 | Statewide                          | \$86,552           |
| Southwestern Community<br>Services, Inc.                                                        | Shelter Plus Care<br>Permanent Housing               | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$281,824          |
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Family Housing I<br>Permanent Housing                | 174116-R001 | Western<br>Rockingham<br>County    | \$267,435          |

## His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 4

| Vendor Name                                                                                     | Project Name                                 | Vendor #    | Location                                     | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|-------------|----------------------------------------------|--------------------|
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Permanent Housing I                          | 174116-R001 | Western<br>Rockingham<br>County              | \$273,230          |
| Tri-County Community Action<br>Program, Inc.                                                    | Coordinated Entry                            | 177195-8009 | Statewide                                    | \$130,822          |
| Tri-County Community Action<br>Program, Inc.                                                    | Permanent Supportive<br>Housing I, Expansion | 177195-8009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959           |
|                                                                                                 | ·                                            | · · ·       | Total:                                       | 1,606,764          |

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office 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 PROGRAM

|   | State Fiscal Year | Class/Account | Class Title                    | Job Number | Amount      |
|---|-------------------|---------------|--------------------------------|------------|-------------|
|   | 2020              | 102-500731    | Contracts for Program Services | TBD        | \$1,606,764 |
| · |                   |               |                                | Total      | \$1,606,764 |

## EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

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

Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

• A process to engage broad-based, community-wide involvement in addressing hom elessness on a year-round basis.

An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests. Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

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

In the event that the Federal funds become no longer available. General funds will not be requested to support these programs.

Respectfully submitted,

lunner

Veffrey A. Meyers Commissioner

The Department of Health and Humon Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. Subject: Continuum of Care, Family Housing 1, SS-2020-BHS-04-PERMA-03

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

## AGREEMENT

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

## CENERAL PROVISIONS

| 1. IDENTIFICATION.                                                                                                             |                                                                |                                                                                              | <u> </u>                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 1.1 State Agency Name<br>Department of Health and Hurr                                                                         | an Services                                                    | 1.2 State Agency Addres<br>129 Pleasant Street<br>Concord, NH 03301                          |                                                                                                                 |
| 1.3 Contractor Name<br>The Mental Health Center for S<br>CLM Center for Life Managem                                           |                                                                | 1.4 Contractor Address<br>10 Tsienneto Rd<br>Derry, NH 03038                                 |                                                                                                                 |
| 1.5 Contractor Phone<br>Number<br>(603) 434-1577                                                                               | 1.6 Account Number<br>05-95-42-423010-7927                     | 1.7 Completion Date<br>June 30, 2020                                                         | 1.8 Price Limitation<br>\$267.435                                                                               |
| 1.9 Contracting Officer for Sta<br>Nathan D. White, Director                                                                   | 102-500731                                                     | 1.10 State Agency Telepho                                                                    |                                                                                                                 |
| 1.11 Contractor Signature                                                                                                      | <br>7. w                                                       | (603) 271-9631<br>1.12 Name and Title of C<br>VC . Top o                                     | PNES , DENTKED                                                                                                  |
| On 5 38 19, befor<br>proven to be the person whose r<br>indicated in block 1.12.<br>1.13.1 Signature of Notary Pul             | name is signed in block 1.11, and                              | JUDIE A. ROBICH                                                                              | fied in block 1.12, or satisfactorily<br>ted this document in the capacity<br>AUD, Notary Public<br>w Hampshire |
| I.13.2 Name and Title OF:Nota<br>I.13.2 Name and Title OF:Nota<br>I.14 State Agency Signature<br>I.16 Approval by the N.H. Def | and HR A<br>Date 7 Bill G<br>partment of Admiliteration, Divis | Hy commission Exp<br>Hominista<br>11.15 Names and Tille of SI<br>11.15 Names and Tille of SI | August 23, 2022                                                                                                 |
| Ву:                                                                                                                            |                                                                | Director, On:                                                                                |                                                                                                                 |
| By: BHA                                                                                                                        | General (Form, Substance and E                                 | On: 6/4/2019                                                                                 |                                                                                                                 |
| 1.18 Approval by the Governov<br>By:                                                                                           | r and Executive Council <i>(if appli</i>                       | icable)<br>On:                                                                               |                                                                                                                 |

Page 1 of 4

## FORM NUMBER P-37 (version 5/8/15)

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 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 taws. 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 property 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

Page 2 of 4

Contractor Initial:

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 \$1,000,000per 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.

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**Contractor Initials** 

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 snached 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 employce 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 BREACE. 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 PARTLES. 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 taw, 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.

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## SCOPE OF SERVICES

Exhibit A

#### Permanent Housing Program

1

## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

NH DHHS Bureau of Housing Supports (BHS) 129 Pleasent Street Concord, NH 03301.

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

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1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum setf-sufficiency.

Exhibit A

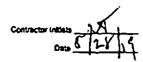
## 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC Interfm rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Housing program serving approximately thirty-seven (37) homeless individuals and families to reside in scattered site apartments within Western Rockingham County, NH., and which includes, but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records</u>: The Contractor shall maintain the following documentation related to establishing and operating a CoC:
    - 2.3.1.1. <u>Records of Homeless Status</u>. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
    - 2.3.1.2. <u>Records of at Risk of Homelessness Status:</u> The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576:500(c).
    - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to Imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
      - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

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2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a latter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

Exhibit A

2.3.1.4. <u>Records of Annual Income.</u> For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:

- 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
- 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
- 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent penod; or
- 2.3.1.4.4. To the extent that source documents and third-party ventication are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. <u>Program Perticipant Records</u>. In addition to evidence of homelessness status or at-risk-ofhomelessness status, as applicable, the Contractor must keep records for each program participant that document:
  - 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
  - 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. <u>Housing Standards</u>. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. <u>Services Provided</u>. The Contractor must document/the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 2.4. The Contractor shall maintain records that document compliance with:

2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c).

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2.4.2. The Continuum of Care Board conflict-of-Interest requirements in 24 CFR 578.95(b).

Exhibit A

- 2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, Implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
- 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
- 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
- 2.6.3. <u>Affirmallyaly Furthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
- 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
- 2.6.5. Other Records Specified by HUD. The Contractor must keep other records as specified by HUD.
- 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. <u>Confidentiality</u>. In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
  - 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations;
- 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
- 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Retention</u>, The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

#### 3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
- 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

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3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

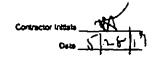
#### 4. Contract Administration

- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by 8HS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall Inform BHS of any staffing changes within thirty (30) days of the change.

#### 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, federal fiscal year 2018, #SF-424; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.
- 6. Deliverables
- 6.1. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program Interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section 2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
  - 6.2.1. Project outcomes shall include, but are not limited to:
    - 6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.
    - 6.2.1.2. Participants experience increased connections to:
      - 6.2.1.2.1. Mainstream benefit resources; employment and/or vocational rehab referrals;
      - 6.2.1.2.2. Mental health and/or substance abuse service access and referrals; and
      - 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.
- 6.3. The Contractor shall provide accurate and limely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

Exhibit A Peoe 5 ol 5





#### Exhibit B

## METHOD AND CONDITIONS PRECEDENT TO PAYMENT

## 1. Permanent Housing Program Euriding

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:

| 1.2.1. | NH General Fund: | 0%    |
|--------|------------------|-------|
| 1 2 2  | Enderel Euroda:  | 1005/ |

| 1.4.4. | regenai rungs. | 100 %  | • |
|--------|----------------|--------|---|
| 1.2.3. | CFDA #:        | 14.267 |   |

- 1.2.4. Grant Number: NH0003L1T001811
- 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD) \*
- 1.2.6. Program Title: Continuum of Care, Permanent Supportive Housing
- 1.2.7. Total Amount Continuum of Care;

1.2.7.1. not to exceed \$267,435

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| 1.2.8.1. | Rental Assistance:       | \$201,684         |
|----------|--------------------------|-------------------|
| 1.2.8.2. | Supportive Services:     | \$59,464          |
| 1.2.8.3. | Administrative Expenses: | <u>\$6,287</u>    |
| 1.2.8.4. | Total program amount:    | <b>\$</b> 267,435 |

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

#### 2. Financial Reports

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- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

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

2.2. 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.

Exhibit B Page 1 of 10



Exhibit B

2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

## 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

## 3.3. Match Funds:

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

#### 3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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Exhibit B Peop 2 of 10





Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit 8.

#### 3.4.5. Schedule of Payments:

- 3.4.5.1 All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
- 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

#### housingsupportsinvolces@dhhs.nh.gov

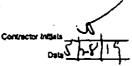
3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.

#### 3.5. Review of the State Disallowance of Costs:

- 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
- 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
- 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
- 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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#### Exhibit B

#### 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, emendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

#### 5. Expense Eligibility

5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

## 5.2. Operating Expenses;

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

#### 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals activaly participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5:3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

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# New Hampshire Department of Health and Human Services Continuum of Care Program.

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## Exhibit B

| · •                       | EXHIPIT D                                                                                                                                                                                                                                                                                                                                                                                      | <u> </u>                                                                                                                                                                             |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3.2.4.                  | Child Care. The costs of establishing and operations care vouchers, for children from families experience providing meals and snacks, and comprehensive activities are eligible;                                                                                                                                                                                                               | priencing homelessness, including                                                                                                                                                    |
| 5.3.2.5.                  | Education Services. The costs of Improving a skills are eligible;                                                                                                                                                                                                                                                                                                                              | knowledge and basic educational                                                                                                                                                      |
| 5.3.2.6.                  | Employment assistance and job training. The c<br>employment assistance and job training p<br>clasaroom, online and/or computer instruction<br>that assist individuals in securing employment<br>increasing earning potential. The cost of p<br>program participants in employment assistance<br>an eligible cost;                                                                              | programs are eligible, including<br>n, on-the-job instruction, services<br>t, acquiring learning skills, and/or<br>providing reasonable stipends to                                  |
| · 5.3.2.7.                | Food. The cost of providing meals or groceries                                                                                                                                                                                                                                                                                                                                                 | to program participants is eligible;                                                                                                                                                 |
| 5.3.2.8.                  | Housing search and counseling services. Co<br>participants to locate, obtain, and retain suitable                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                      |
| 5.3.2.9.                  | Legal services. Eligible costs are the fees char<br>person(s) under the supervision of licens<br>representation in matters that interfere with hor<br>to obtain and retain housing;                                                                                                                                                                                                            | sed attomeys, for advice and                                                                                                                                                         |
| 5.3.2.10.                 | Life Skills training. The costs of teaching critical<br>never have been learned or have been lost du<br>illness, domestic violence, substance abuse,<br>These services must be necessary to assist the<br>independently in the community. Component life<br>of resources and money management, he<br>management, shopping for food and other ne<br>public transportation, and parent training: | aring course of physical or mental<br>and homelessness are eligible.<br>The program participant to function<br>to skills training are the budgeting<br>ousehold management, conflict |
| 5.3.2.11.                 | Mental Health Services. Eligible costs are the di-<br>health conditions that are provided by lice<br>services are crisis interventions; counseling; in<br>sessions; the prescription of psychotropic medi-<br>use and management of medications; an<br>epproaches to address multiple problems;                                                                                                | nsed professionals. Component<br>idividual, family, or group therapy<br>ications or explanations about the                                                                           |
| 5.3.2.12.                 | Outpatient health services. Eligible costs are medical conditions when provided by licensed r                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                      |
| 5.3.2.13.                 | Outreach Services. The costs of activities to en<br>providing immediate support and intervention<br>program participants, are eligible;                                                                                                                                                                                                                                                        |                                                                                                                                                                                      |
| 5.3.2.14,                 | Substance abuse treatment services. The costs<br>assessment, outpatient treatment, group and<br>testing are eligible. Inpatient detoxification an<br>treatment are ineligible;                                                                                                                                                                                                                 | individual counseling, and drug                                                                                                                                                      |
| 5.3.2.15.                 | Transportation Services are described in 24CF                                                                                                                                                                                                                                                                                                                                                  | R 578(e) (15);                                                                                                                                                                       |
| TMHCSNH FH1 #92020        | . ಕಿವ್ರಾಧಿಕ ಕಿ                                                                                                                                                                                                                                                                                                                                                                                 | Contractor Littlets                                                                                                                                                                  |
| \$\$-2020-8HS-04-PERMA-03 | Page 5 of 10                                                                                                                                                                                                                                                                                                                                                                                   | 000 128/14                                                                                                                                                                           |
|                           |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                      |



Exhibit B

- 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;
- 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);
- 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and
- 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

#### 5.4. Rental Assistance

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and may be;
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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#### Exhibit B

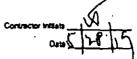
- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.
  - 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

#### 5.5. Administrative Costs;

- 5.5.1. Eligible administrative costs include:
  - 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
  - 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
    - 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
      - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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|     | <u> </u>               | Exhibit B                                                                                                                                                                                                                                                  |
|-----|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | .5.5.1.2.1.1.1.        | Preparing program budgets and schedules, and amendments to those budgets and schedules;                                                                                                                                                                    |
|     | 5.5.1.2.1.1.2.         | Developing systems for assuring compliance with program requirements;                                                                                                                                                                                      |
|     | 5.5.1,2.1.1.3.         | Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;                                                                                                                                       |
|     | <b>5.5.1.2</b> .1.1.4. | Monitoring program activities for progress and compliance with program requirements;                                                                                                                                                                       |
|     | 5.5.1.2.1.1.5.         | Preparing reports and other documents related to the program for submission to HUD;                                                                                                                                                                        |
|     | 5.5.1.2.1.1.6.         | Coordinating the solution of audit and monitoring findings;                                                                                                                                                                                                |
|     | 5.5.1.2.1.1.7.         | Preparing reports and other documents directly related to the program submission to HUD;                                                                                                                                                                   |
| • • | 5.5.1.2.1.1.8.         | Evaluating program results against stated objectives;                                                                                                                                                                                                      |
|     | 5.5.1.2.1,1.9.         | Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.                                                  |
|     | 5.5.1.2.1.1.10.        | Travel costs incurred for official business in carrying out the program;                                                                                                                                                                                   |
|     | 5.5.1.2.1.1.11.        | Administrative services performed under third party contracts or<br>agreements, including such services as general legal services,<br>accounting services, and audit services;                                                                             |
| · 、 | 5.5.1.2.1.1.12.        | Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space; |
|     | 5.5.1.2.1.1.13.        | Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and                                                                                     |
|     | 5.5.1.2.1.1.14.        | Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.                                                                                                                                                 |

## 5.6. Leasing:

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

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#### Exhibit B

#### 5.6.1. Requirements:

- 5.6.1.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
- 5.6.1.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, end management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUO-determined fair market rents.
- 5.6.1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8)
- 5.6.1.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 5.6.1.13. The Contractor cannot lease a building that it already owns to itself.
- 5.6.1.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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#### Exhibit B

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

## 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 nonfederal 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 2 CFR part 200 or such equivalant system as the State may require.

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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:

- 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.
- 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 sarvices 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. Gratulties 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 expanses 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 heraunder 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 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 alect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - Deduct from any future payment to the Contractor the amount of any prior reimbursementin excess of costs;

Exhibit C - Special Provisional

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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 Cantractor egrees to reimburse the Department for all funds paid by the Department to the Contractor for services at 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 Racords: 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, enrolment, 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 50 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 shallnot be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Departmant 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.

Exhibit C - Special Provisions

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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 deamed 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 Contract 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 Marshaland the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
- 18. 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.

Exhibit C - Special Provisions

Contractor Initial:

08/13/18

Page 3 of 5



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 egency 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.
- Pllot 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 contractuat 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 senctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

09/13/14

Exhibit C - Special Provisions Page 4 of 5





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.

#### 20. Contract Definitions:

- 20.1. 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.
- 20.2. OEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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Exhibit C - Special Provisions



#### REVISIONS TO STANDARD CONTRACT LANGUAGE

## 1. Revisions to Form P-37, General Provisions

#### 1.1. Section 4, 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 funds 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 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.

#### 1.2. Section 10, 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 timited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shell 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 effected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

#### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

CU/OHHIS/050418

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### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-680, 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 cartification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subitle D, 41 U.S.C. 701 of 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 cartification by grantees (and by inference, sub-grantees and subcontractors), prior to award, that they will maintain a drug-free workplace. Section 3017.830(c) of the regulation provides that a grantee (and by inference, sub-grantees and subcontractors) prior to award, that they will maintain a drug-free workplace. Section 3017.830(c) of the regulation provides that a grantee (and by inference, sub-grantees and subcontractors) prior to make one cartification to the Department in each federal fiscal year in liau of cartificates for each grant during the federal fiscal year covered by the cartification. The cartificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. Felse cartification 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 03301-8505

- 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 egainst employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awaraness 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
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 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:

Vendor Initials

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. Employees 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

> Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2

CU/DH4/5/110743



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 terministion, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate setisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, taw enforcement, or other appropriate egency;
- 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.
- The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

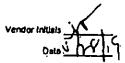
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

Name: Title: PRES

Exhibit D – Certification regarding Orug Free Workplace Regulariments Page 2 of 2





### CERTIFICATION REGARDING LOBBYING

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

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

Programe (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 \*Collid 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 behall 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, ranewal, 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 subcontractor), the undersigned shall complete and submit Standard Form LLL. (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the eward 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, Tele 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.

5/28/19

Date

Vendos Name:

Name: Title: EÖ. างธ

Exhibit E - Certification Regarding Lobbying



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

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

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposel (contract), the prospective primary participant is providing the certification set out below.

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) detarmination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a cartification or an explanation shall disquality 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 evailable 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 "Cartification 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.
- A participant in a covered transaction may rely upon a cartification 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

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters

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Page 1 of 2

Vendor Initials



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 coverad transaction knowingly enters into a lower tier coverad transaction with a person who is suspended, debarred, insligible, 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

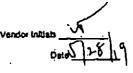
- 11. The prospective primary participant cartifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared insligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 freud 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 antitituat, statutes or commission of embezzlement, theft, forgery, bribery, faisification or destruction of records, making faise statements, or receiving stolen property;
  - 11.3. ere not presently indicted for otherwise criminally or chilly 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 cartify to any of the statements in this cartification, 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 egency.
  - 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.

Vendor Name: Nama:

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2



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

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

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

 the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of rece, color, religion, national origin, and sex. The Actrequires 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 essistance 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;

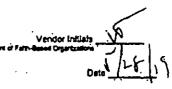
- the Education Amandments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

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



EXAMPII C

8/27/14 Rev. 10/21/14

Page 1 of 2



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 CMI Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Vendor Name:

Name: Vic OPO Title: PRESident /CEO

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Vendor Initials

8/27/14 Rev. 10/21/14

Page 2 of 2



### 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 of local governments, by Federal grant, contract, loan; or loan guarantee. The law does not apply to children's services provided in private residances, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or elected treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

 By signing and submitting this contract, the Vendor egrees 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.

PRASIDG.

Vendor Name:

680

Vendor Initials

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Exhibit H - Certification Regarding Environmental Tobecco Smoka Page 1 of 1



### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

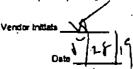
The Vendor Identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor 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 <u>Dafinitions</u>.

- a. <u>Breach</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160,103 of Title 45, Code of Federal Regulations.
- <u>Covered Entity</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>Designated Record Set</u> 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. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- \*<u>HIPAA\*</u> 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.
- "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).
- <u>Privacy Rule</u> 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. "<u>Protected Health Information</u>" 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6





 <u>Required by Law</u> shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

Exhibit i

- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. <u>\*Security Rule</u>\* shall mean the Security Standards for the Protection of Electronic Protected Health Information et 45 CFR Part 164, Subpart C, and amandments therato.
- <u>Unsecured Protected Health Information</u><sup>\*</sup> 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. <u>Other Definitions</u> 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:

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- For the proper management and administration of the Business Associate;
  - 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.
- 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 notily 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 Heelih Insurance Portability Act Businasa Associata Agreement Pege 2 of 6

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

Exhibit I

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 be accurity 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:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - 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
  - 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.

- 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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EditVit I Health Insurance Portability Act Business Associate Agreement Page 3 of 8

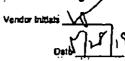




Exhibit I

- 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 shell 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 Businass 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.
  - 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.
  - 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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Exh/oit I Health Insurance Portability Act Business Associate Agreement Page 4 of 8

Vendor Initiata



Exhibit.

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 of 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.

### (6) <u>Termination for Cause</u>

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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>: 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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Exhibit I Health Insurance Portability Act Buisiness Associate Agreement Page 5 of 6



Segregation. If any term or condition of this Exhibit I or the application thereof to any Ð. 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.

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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.

nave duly executed this cantum ... Mental Health ConTex For Southern New Hampshire DBA CLM CENTER FUR LIFE Management Department of Health and Human Services The State Name of the Vendor Signature of Authorized Representative ative Τb Name of Authorized epresentative Name rthorized Representative Title of Aut Title of Authorized Representative Représentative onized Date Oate

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

- Name of entity
- 2. Amount of award
- 3. Funding egancy
- 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,

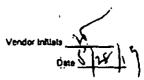
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor 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 egrees 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 Vandor 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.

Vendor Name;

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2



CUDHH5/110713



### FORM A

As the Vendor 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: 083873647
- 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 enswer to #2 above is YES, please enswer the following:

 Does the public have access to information about the companisation 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?

<u>\_\_\_\_NO</u>

\_\_\_\_\_YES

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

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

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

| Name: |                                        | Amount: |
|-------|----------------------------------------|---------|
| Name: | •••••••••••••••••••••••••••••••••••••• | Amount: |
|       | <u> </u>                               | Amount: |
| Name: | <u></u>                                | Amount: |
| Name: | <u>`</u> ,                             | Amount: |

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparancy Act (FFATA) Compliance Page 2 of 2

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Exhibit K



### **DHHS Information Security Requirements**

### A. Definitions

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

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized ecquisition, 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.
- "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 (PH), 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.
- "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 Page 1 of 9

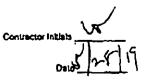


Exhibit K

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.
- 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.
- "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.
  - 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

V5. Lešt update 10/09/18

Exhibit K DHHS Information Security Requirements Page 2 of 9



### **DHHS Information Security Regulrements**

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 OHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

### METHODS OF SECURE TRANSMISSION OF DATA 11.

- 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 Date via an open

V5, Last update 10/09/18

Exhibit K **OHHS** Information Security Requirements Page 3 of 9

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Exhibit K

### **DHHS Information Security Requirements**

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

- 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

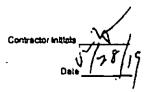
The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this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

### A. Retention

- 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.
- 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.
- 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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Exhibit K .DHHS information Security Regulaements Page 4 of 9





### Exhibit K

### DHHS Information Security Requirements

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

- 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 date 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 cartify 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.
  - 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:
  - The Contractor will maintain proper security controls to protect Department confidential Information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 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.).

V5, Last update 10/09/18

Exhibit K DHH\$ information Security Requirements Page 5 of 9

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Exhibit K



### **DHHS Information Security Requirements**

- 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.
- 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.
- 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

V5. Last update 10/09/16

Exhibit K DHHS Information Security Requirements Rage 6 of 9

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### 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 end security of Confidential Information, and must In all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for Individually Identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/Index.htm for the Department of Information Technology policies, guidelines, standards, and procurement Information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New. Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A, above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

VS, Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 7 of B

Contractor Inklais

## 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 kays, blometric 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.
  - understand that their user credentiels (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

1

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

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

- 1. Identify Incidents;
- Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed incidents as required in this Exhibit or P-37;
- Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

V5. Last update 10/09/18

Exhibit X DHHS Information Security Requirements Page 5 of 9

Contractor Initiats



### **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

OHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

V5. Last update 10/09/18

Exhibit K DHHS information Security Requirements Page 9 of 9

Contractor initi

### State of New Hampshire Department of Health and Human Services Amendment #4

This Amendment to the Continuum of Care, CLM Supportive Housing contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), as amended December 2, 2020, (Item #10), and as amended on June 30, 2021, (Item #47) 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, increase the price limitation, or 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 1.7, Completion Date, to read:

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

\$2,538,755

- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director.
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4. to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1. NH0014L1T001811 (SFY 2020; July 1, 2019 June 30, 2020) Grant Year 1
    - 1.2.4.2 NH0014L1T001912 (SFY 2021; July 1, 2020 June 30, 2021) Grant Year 2
    - 1.2.4.3. NH0014L1T001912 & NH0014L1T002013 (SFY 2022; July 1, 2021 June 30, 2022) Grant Year 3
    - 1.2.4.4 NH0014L1T002013 & NH0014L1T002114 (SFY 2023; July 1, 2022 June 30, 2023) Grant Year 4
    - 1.2.4.5. NH0014L1T002114 (SFY 2024; July 1, 2023 July 31, 2023) Grant Year 5
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1. Not to exceed: \$2,538,755

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8, to read:

1.2.8. Funds allocation under this agreement for the Continuum of Care Program:

|                                                                                                                                             |    | July 1, 2019 -June<br>30, 2020 | July 1, 2020 -<br>June 30, 2021 | July 1, 2021 -<br>June 30, 2022 | July 1, 2022<br>June<br>30,2023 | July 1, 2023 -<br>July 31, 2023 |
|---------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| SS-2020-BHS-04-PERMA-04-A04 The Mental Health Center for Southern New Hampshire<br>d/b/a CLM Center for Life Management Contractor Initials |    |                                |                                 |                                 |                                 |                                 |
| A-S-1                                                                                                                                       | .0 | Page 1 of 4                    |                                 |                                 | Date                            | 6/2/2022                        |

July 31, 2023

| 1.2.8.5. | Total Program<br>Amount | \$273,230 | \$652,378 | \$749,227 | \$797,191 | \$66,729 |
|----------|-------------------------|-----------|-----------|-----------|-----------|----------|
| 1.2.8.4  | Operations              | \$0       | \$0       | \$0       | \$0       | \$0      |
| 1.2.8.3. | Administrative Services | \$6,638   | \$21,614  | \$23,415  | \$23,265  | \$1,951  |
| 1.2.8.2. | Supportive Services     | \$45,000  | \$41,538  | \$44,712  | \$44,712  | \$3,750  |
| 1.2.8.1. | Rental Assistance       | \$221,592 | \$589,226 | \$681,250 | \$728,776 | \$61,028 |

SS-2020-BHS-04-PERMA-04-A04 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

Contractor Initials Date \_\_\_\_\_

 $\mathcal{A}_{\mathcal{F}}$ 

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 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

| 6/3/2022 | e |  |
|----------|---|--|
| 0/3/2044 | • |  |

DocuSigned by: Karen Hebert

Date

|          |     | 1.0    |
|----------|-----|--------|
| Name: Ka | ren | Hebert |

Title: Division Director

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

he Topo

Name: Vic Topo Title:

ile: ceo

6/2/2022

Date

ſ

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

DocuSioned by

### OFFICE OF THE ATTORNEY GENERAL

6/7/2022

Date

| Pokyn Gunnno<br>700041100 |  |
|---------------------------|--|
| Name: Robyn Guarino       |  |
| Title: Attorney           |  |

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

### OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

# State of New Hampshire Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. 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: 442328 Certificate Number: 0005749020



### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 4th day of April A.D. 2022.

William M. Gardner Secretary of State

# State of New Hampshire Department of State

### CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 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: 61791 Certificate Number: 0005749041



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 4th day of April A.D. 2022.

William M. Gardner Secretary of State

### **CERTIFICATE OF AUTHORITY**

I, \_\_\_\_Susan Davis\_\_\_\_\_, 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 <u>CLM Center for Life Management</u> (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 \_\_\_\_March 25\_\_\_\_, 2022, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That \_\_\_\_Vic Topo, President/CEO\_\_\_\_\_ (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of \_CLM Center for Life Management\_\_\_\_\_\_ 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:\_5/25/22

Signature of Elected Officer Name: Susan Davis Title: Secretary, Board of Directors CLM Center for Life Management

| MENTAHEA29                                                                                                                                                                                                                                                                                 |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------|---------------------------------|----------|
| ACORD. CERTIFICATE OF                                                                                                                                                                                                                                                                      |                                                                                                                                                |                            | ATE OF LIABI                                                                         | ILITY INSURANCE DATE (MM/DDI<br>4/05/202                                                                                   |                                            |                                                 |                                 | ,        |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS                                                                                                                                                                         |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 | THIS                            |          |
| CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES<br>BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED<br>REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | PORTANT: If the certificate holder is                                                                                                          |                            |                                                                                      | cv(ies) must bave                                                                                                          |                                            | INSURED provisions of                           | r be en                         | dorsed   |
| + If                                                                                                                                                                                                                                                                                       | SUBROGATION IS WAIVED, subject to is certificate does not confer any right                                                                     | to the t                   | erms and conditions of the p                                                         | olicy, certain polic                                                                                                       | ies may requ                               |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | DUCER                                                                                                                                          |                            |                                                                                      | CONTACT Nicki Re                                                                                                           |                                            |                                                 |                                 |          |
| USI                                                                                                                                                                                                                                                                                        | Insurance Services LLC                                                                                                                         |                            |                                                                                      | PHONE<br>(AC, No, Ext): 855 87                                                                                             |                                            | FAX<br>(A/C, No):                               |                                 |          |
| 3 E:                                                                                                                                                                                                                                                                                       | xecutive Park Drive, Suite 300                                                                                                                 |                            | L                                                                                    | E-MAIL<br>ADDRESS: nicki.rei                                                                                               | naud@usi.c                                 | om                                              |                                 |          |
| Bec                                                                                                                                                                                                                                                                                        | lford, NH 03110                                                                                                                                |                            | -                                                                                    | ADDRESS.                                                                                                                   |                                            | FORDING COVERAGE                                |                                 | NAIC #   |
| 855                                                                                                                                                                                                                                                                                        | 874-0123                                                                                                                                       |                            | -                                                                                    | INSURER A : Philadelphia Indemnity Insurance Co. 18058                                                                     |                                            |                                                 |                                 |          |
| INSU                                                                                                                                                                                                                                                                                       |                                                                                                                                                |                            |                                                                                      | INSURER B : Granite State Healthcare & Human Svc WC NONAI                                                                  |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | The Mental Health Center                                                                                                                       |                            |                                                                                      | INSURER C :                                                                                                                |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | NH DBA CLM Center for L                                                                                                                        | ife Mai                    | nagement                                                                             | INSURER D :                                                                                                                |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | 10 Tsienneto Rd                                                                                                                                |                            | ,<br>I                                                                               | INSURER E :                                                                                                                |                                            | L.                                              |                                 |          |
|                                                                                                                                                                                                                                                                                            | Derry, NH 03038                                                                                                                                |                            | {                                                                                    | INSURER F :                                                                                                                |                                            |                                                 |                                 |          |
| CO\                                                                                                                                                                                                                                                                                        | VERAGES CER                                                                                                                                    | TIFICA                     | TE NUMBER:                                                                           |                                                                                                                            |                                            | REVISION NUMBER:                                |                                 |          |
| IN<br>CE<br>E>                                                                                                                                                                                                                                                                             | IS IS TO CERTIFY THAT THE POLICIES<br>DICATED. NOTWITHSTANDING ANY REI<br>RTIFICATE MAY BE ISSUED OR MAY P<br>(CLUSIONS AND CONDITIONS OF SUCH | OUIREM<br>ERTAIN<br>POLICI | IENT, TERM OR CONDITION OF<br>I, THE INSURANCE AFFORDED<br>IES, LIMITS SHOWN MAY HAV | ANY CONTRACT.O                                                                                                             | r other doo<br>described i<br>by paid clai | CUMENT WITH RESPECT<br>HEREIN IS SUBJECT TO A   | то whi                          | ICH THIS |
| INSR                                                                                                                                                                                                                                                                                       |                                                                                                                                                | ADDL SU                    |                                                                                      | POLICY EFF<br>(MM/DD/YYYY)                                                                                                 | POLICY EXP                                 | LIMIT                                           | s                               |          |
| Α                                                                                                                                                                                                                                                                                          | X COMMERCIAL GENERAL LIABILITY                                                                                                                 |                            | PKPK2330908                                                                          | 10/01/2021                                                                                                                 | 10/01/2022                                 | EACH OCCURRENCE                                 | \$1,00                          | 0,000    |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            | DAMAGE TO RENTED<br>PREMISES (Ea occurrence)    | \$100,0                         | 000      |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            | MED EXP (Any one person)                        | \$5,00                          |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            | PERSONAL & ADV INJURY                           | \$1,00                          | 0,000    |
|                                                                                                                                                                                                                                                                                            | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                                             |                            |                                                                                      | .                                                                                                                          |                                            | GENERAL AGGREGATE                               | \$3,000                         |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            | PRODUCTS - COMP/OP AGG                          | \$3,000                         | ),000    |
|                                                                                                                                                                                                                                                                                            | OTHER:                                                                                                                                         |                            |                                                                                      |                                                                                                                            |                                            |                                                 | \$                              |          |
| A                                                                                                                                                                                                                                                                                          |                                                                                                                                                |                            | PHPK2330905                                                                          | 10/01/2021                                                                                                                 | 10/01/2022                                 | 2 COMBINED SINGLE LIMIT \$1,000,000             |                                 |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            | BODILY INJURY (Per person)                      | \$                              |          |
|                                                                                                                                                                                                                                                                                            | AUTOS ONLY AUTOS                                                                                                                               |                            |                                                                                      |                                                                                                                            |                                            | BODILY INJURY (Per accident)<br>PROPERTY DAMAGE | s                               |          |
|                                                                                                                                                                                                                                                                                            | X AUTOS ONLY X AUTOS ONLY                                                                                                                      |                            |                                                                                      |                                                                                                                            |                                            | (Per accident)                                  | s<br>s                          |          |
| ~                                                                                                                                                                                                                                                                                          |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
| Α                                                                                                                                                                                                                                                                                          |                                                                                                                                                |                            | PHUB786952                                                                           | 10/01/2021                                                                                                                 | 10/01/2022                                 | EACH OCCURRENCE                                 | \$5,000                         |          |
|                                                                                                                                                                                                                                                                                            | CENING-INDE                                                                                                                                    | · .                        |                                                                                      |                                                                                                                            |                                            | AGGREGATE                                       | \$5,000                         | 1,000    |
| в                                                                                                                                                                                                                                                                                          | DED X RETENTION \$10000                                                                                                                        | ┝──┦─                      | HCHS202200000530                                                                     | 01/01/2022                                                                                                                 | 01/01/2022                                 | X PER OTH-                                      | s                               |          |
| D I                                                                                                                                                                                                                                                                                        | AND EMPLOYERS' LIABILITY                                                                                                                       |                            | 101320220000330                                                                      | 0 1/0 1/2022                                                                                                               | 01/01/2023                                 | A STATUTE LER                                   | 1 000                           |          |
|                                                                                                                                                                                                                                                                                            | ANY PROPRIETOR/PARTNER/EXECUTIVE                                                                                                               | N/A                        |                                                                                      |                                                                                                                            |                                            | E.L. DISEASE - EA EMPLOYEE                      | \$1,000,000<br>STEE \$1,000,000 |          |
|                                                                                                                                                                                                                                                                                            | If yes, describe under<br>DESCRIPTION OF OPERATIONS below                                                                                      |                            |                                                                                      |                                                                                                                            |                                            | E.L. DISEASE - POLICY LIMIT                     |                                 |          |
| A                                                                                                                                                                                                                                                                                          |                                                                                                                                                |                            | PKPK2330908                                                                          | 10/01/2021                                                                                                                 | 10/01/2022                                 |                                                 | 31,000                          |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            | 3,000,000                                       |                                 |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            | _,,.                                            |                                 |          |
| DESC                                                                                                                                                                                                                                                                                       | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC                                                                                                     | LES (AC                    | ORD 101, Additional Remarks Schedu                                                   | le, may be attached if mo                                                                                                  | re space is requi                          | ired)                                           |                                 |          |
| Evi                                                                                                                                                                                                                                                                                        | dence of Insurance                                                                                                                             |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
| CER                                                                                                                                                                                                                                                                                        | CERTIFICATE HOLDER CANCELLATION                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
| _                                                                                                                                                                                                                                                                                          |                                                                                                                                                |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
| State of NH                                                                                                                                                                                                                                                                                |                                                                                                                                                |                            |                                                                                      | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE<br>THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | Department of Health an                                                                                                                        | d Hum                      | nan Services                                                                         | ACCORDANCE WITH THE POLICY PROVISIONS.                                                                                     |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | 129 Pleasant St.                                                                                                                               |                            |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |
|                                                                                                                                                                                                                                                                                            | Concord, NH 03301-385                                                                                                                          | AUTHORIZED REPRESENTATIVE  |                                                                                      |                                                                                                                            |                                            |                                                 |                                 |          |

ACORD 25 (2016/03) 1 of 1 #S35551411/M35304872

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1



## **MISSION STATEMENT**

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

3

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION Years ended June 30, 2021 and 2020

### DocuSign Envelope ID: ED9748ED-3C99-4813-9D31-7FA65609D4C2 THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Years ended June 30, 2021 and 2020

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159 River Road Essex Jct., VT 05452 T 802.879.1055 F 802.876.5020

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#### Independent Auditor's Report

To the Board of Directors of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates

#### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated 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.

#### Auditor's 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 auditor's 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2021 and 2020, 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**

#### Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 19-25 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 November 11, 2021, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates 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 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting center for Life Management and Affiliates internal control over financial reporting and compliance.

#### Change in Accounting Principle

As described in Note 1 of the financial statements, in 2021, the organization adopted ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. Our opinion is not modified with respect to this matter.

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Essex Junction, Vermont Registration number VT092.0000684 November 11, 2021

## DocuSign Envelope ID: ED9748ED-3C99-4813-9D31-7FA65609D4C2 THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidated Statements of Financial Position

June 30, 2021 and 2020

| <u>ASSETS</u>                            |                      |                     |
|------------------------------------------|----------------------|---------------------|
|                                          | <u>2021</u>          | <u>2020</u>         |
| Current assets:                          | •                    |                     |
| Cash and cash equivalents                | \$ 6,583,475         | \$ 3,980,700        |
| Accounts receivable, net                 | 477,737              | 848,651             |
| Other receivables                        | 226,806              | 193,213             |
| Prepaid expenses                         | 121,323              | 121,456             |
| Security deposit                         | 11,087               | 11,087              |
| Total current assets                     | 7,420,428            | 5,155,107           |
| Property and equipment, net              | 3,682,944            | 3,621,331           |
| Total assets                             | <u>\$ 11,103,372</u> | <u>\$ 8,776,438</u> |
| LIABILITIES AND NET ASSETS               |                      |                     |
| · Current liabilities:                   |                      |                     |
| Current portion of long term debt        | \$ 103,538           | \$ 98,538           |
| Accounts payable                         | 100,008              | 47,019              |
| Accrued payroll and payroll liabilities  | 201,904              | 641,109             |
| Accrued vacation                         | 472,798              | 383,284             |
| Accrued expenses                         | 190,415              | 41,576              |
| Deferred revenue                         | 274,587              | 8,000               |
| Total current liabilities                | 1,343,250            | 1,219,526           |
| Long term liabilities                    |                      |                     |
| Interest rate swap agreement             | 100,265              | 163,783             |
| PMPM reserve                             | 483,543              | 210,687             |
| Paycheck protection program note payable | 2,212,100            | 2,212,100           |
| Long term debt, less current portion     | 2,013,109            | 2,116,679           |
| Total long term liabilities              | 4,809,017            | 4,703,249           |
| Total liabilities                        | 6,152,267            | 5,922,775           |
| Net assets                               |                      |                     |
| Without donor restrictions               | 4,825,908            | 2,802,763           |
| With donor restrictions                  | 125,197              | 50,900              |
| Total net assets                         | 4,951,105            | 2,853,663           |
| Total liabilities and net assets         | <u>\$ 11,103,372</u> | <u>\$ 8,776,438</u> |

See notes to financial statements

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Year ended June 30, 2021

|                                              | Without Donor |                     | · w      | /ith Donoi  | r                              |
|----------------------------------------------|---------------|---------------------|----------|-------------|--------------------------------|
|                                              |               | <b>Restrictions</b> | <u>R</u> | estrictions | <u>Total</u>                   |
| Public support and revenues:                 |               |                     |          |             |                                |
| Public support:                              |               |                     |          |             |                                |
| Federal                                      |               | \$ 868,764          | \$       | -           | \$ 868,764                     |
| State of New Hampshire - BBH                 |               | 828,490             | I        | -           | 828,490                        |
| State and local funding                      |               | 36,600              |          | -           | 36,600                         |
| Other public support                         | -             | <u>68,96</u> 7      |          | 118,175     |                                |
| Total public support                         |               | 1,802,821           |          | 118,175     |                                |
| Revenues:                                    |               |                     |          | •           | , ,                            |
| Program service fees, net                    |               | 17,727,719          |          | -           | 17,727,719                     |
| Other service income                         |               | 245,722             |          | -           | 245,722                        |
| Rental income                                |               | 4,963               |          | -           | 4,963                          |
| Other                                        |               | 419,873             |          | -           | 419,873                        |
| Total revenues                               | _             | 18,398,277          |          |             | 18,398,277                     |
| Total public support and revenues            | _             | 20,201,098          |          | 118,175     | 20,319,273                     |
| Net assets released from restrictions:       |               |                     |          |             |                                |
| Satisfaction of program restrictions         |               | 43,878              |          | _(43,878)   | 1                              |
| Total                                        | _             | 20,244,976          |          |             | 20,319,273                     |
| Operating expenses:                          |               |                     |          |             |                                |
| BBH funded programs:                         |               |                     |          |             |                                |
| Children                                     |               | 5,427,719           |          |             | 6 433 310                      |
| Elders                                       |               | 552,287             |          | -           | 5,427,719                      |
| Vocational                                   |               | 332,014             |          | -           | 552,287                        |
| Multi-Service                                |               | 4,197,913           |          | -           | 332,014                        |
| Acute Care                                   |               | 1,289,002           |          | <b>.</b>    | 4,197,913                      |
| Independent Living                           |               | 2,973,494           |          | -           | 1,289,002                      |
| Assertive Community Treatment                |               | 909,960             |          | -           | 2,973,494                      |
| Non-Specialized Outpatient                   |               | 490,110             |          | -           | 909,960                        |
| Non-BBH funded program services              |               | 936,896             |          | -           | 490,110                        |
| Total program expenses                       | . –           | 17,109,395          | <u> </u> |             | 936,896                        |
| Administrative expenses                      |               | <u>1,175,953</u>    |          | -           | 17,109,395                     |
| Total expenses                               | _             | 18,285,348          |          |             | <u>1,175,953</u><br>18,285,348 |
| Change in net assets from operations         |               | 1,959,628           |          | 74,297      |                                |
| Non-operating expenses:                      |               | 1,999,020           | J'       | 14,297      | 2,033,925                      |
| Fair value gain (loss) on interest rate swap |               | 63,517              |          | -           | 63 517                         |
| Change in net assets                         |               | 2,023,145           |          | 74,297      | <u>63,517</u><br>2,097,442     |
| Net assets, beginning of year                |               | 2,802,763           |          | 50,900      | <u>2,</u> 853,663              |
| Net assets, end of year                      | \$            |                     | \$       | 125,197     | <u>\$4,951,105</u>             |
|                                              |               |                     |          |             | - 100                          |

## DocuSign Envelope ID: ED9748ED-3C99-4813-9D31-7FA65609D4C2 THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidated Statements of Activities

Year ended June 30, 2020

|                                              | Without Donor        | With Donor<br><u>Restrictions</u> | <u>Total</u> |
|----------------------------------------------|----------------------|-----------------------------------|--------------|
| Public support and revenues:                 | <u>ICestrictions</u> | <u>Restrictions</u>               | <u>10(a)</u> |
| Public support:                              |                      |                                   |              |
| Federal                                      | \$ 1,143,039         | \$ -                              | \$1,143,039  |
| State of New Hampshire - BBH                 | 380,896              | т.<br>Т.                          | 380,896      |
| State and local funding                      | 44,102               | _                                 | 44,102       |
| Other public support                         | 116,913              | 50,900                            | 167,813      |
| Total public support                         | 1,684,950            | 50,900                            | 1,735,850    |
| Revenues:                                    | 1,00,000             |                                   | 1,755,650    |
| Program service fees, net                    | 13,759,719           | -                                 | 13,759,719   |
| Other service income                         | 584,033              | -                                 | 584,033      |
| Rental income                                | 5,288                | -                                 | 5,288        |
| Other                                        | , 228,025            | -                                 | .228,025     |
| . Total revenues                             | 14,577,065           |                                   | 14,577,065   |
| Total public support and revenues            | 16,262,015           | 50,900                            | 16,312,915   |
| Net assets released from restrictions:       |                      |                                   |              |
| Satisfaction of program restrictions         |                      |                                   |              |
| Total                                        | 16,262,015           | 50,900                            | 16,312,915   |
| Operating expenses:                          |                      |                                   |              |
| BBH funded programs:                         |                      |                                   |              |
| Children .                                   | 5,269,747            | -                                 | 5,269,747    |
| Elders                                       | 580,123              | -                                 | 580,123      |
| Vocational                                   | 321,661              | -                                 | 321,661      |
| Multi-Service                                | 3,148,577            | -                                 | 3,148,577    |
| Acute Care                                   | 1,183,032            | -                                 | 1,183,032    |
| Independent Living                           | 2,688,824            | -                                 | 2,688,824    |
| Assertive Community Treatment                | 799,937              | -                                 | 799,937      |
| Non-Specialized Outpatient                   | 986,629              | -                                 | 986,629      |
| Non-BBH funded program services              | 584,153              | -                                 | 584,153      |
| Total program expenses                       | 15,562,683           | -                                 | 15,562,683   |
| Administrative expenses                      | 1,027,869            |                                   | 1,027,869    |
| Total expenses                               | 16,590,552           |                                   | 16,590,552   |
| Change in net assets from operations '       | (328,537)            | 50,900                            | (277,637)    |
| Non-operating expenses:                      |                      |                                   |              |
| Fair value gain (loss) on interest rate swap | (105,753)            |                                   | (105,753)    |
| Change in net assets                         | (434,290)            | 50,900                            | (383,390)    |
| Net assets, beginning of year                | 3,237,053            |                                   | 3,237,053    |
| Net assets, end of year                      | \$ 2,802,763         | <u>\$ 50,900</u>                  | \$2,853,663  |

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

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Consolidated Statements of Functional Expenses

Years ended June 30, 2021 and 2020

|                                       | 2021                       |                |               | 2020                       |                |               |
|---------------------------------------|----------------------------|----------------|---------------|----------------------------|----------------|---------------|
| ·                                     | Program<br><u>Services</u> | Administrative | Total         | Program<br><u>Services</u> | Administrative | <u>Total</u>  |
| Personnel costs:                      |                            |                |               |                            |                |               |
| Salaries and wages                    | \$ 11,390,591              | \$ 668,007     | \$ 12,058,598 | \$ 9,968,290               | \$ 673,659     | \$ 10,641,949 |
| Employee benefits                     | 2,322,455                  | 96,707         | 2,419,162     | 2,258,081                  | 105,781        | 2,363,862     |
| Payroll taxes                         | 759,060                    | 45,487         | 804,547       | 667,575                    | 45,825         | 713,400       |
| Accounting/audit fees                 | 66,278                     | 387            | 66,665        | 55,169                     | 4,365          | 59,534        |
| Advertising                           | 13,997                     | 879            | 14,876        | 40,832                     | 3,685          | 44,517        |
| Conferences, conventions and meetings | 43,081                     | 5,724          | 48,805        | 17,705                     | 10,694         | 28,399        |
| Depreciation                          | 211,932                    | 38,576         | 250,508       | 208,693                    | 16,692         | 225,385       |
| Equipment maintenance                 | 15,061                     | 479            | 15,540        | 16,359                     | 1,288          | 17,647        |
| Equipment rental                      | 41,545                     | 1,011          | 42,556        | 43,820                     | 2,661          | 46,481        |
| Insurance                             | 55,975                     | 30,891         | 86,866        | 74,402                     | 5,783          | 80,185        |
| Interest expense                      | 72,382                     | 31,233         | 103,615       | 101,157                    | 8,077          | 109,234       |
| Legal fees                            | 1,140                      | 24,440         | 25,580        | 30,848                     | 2,323          | 33,171        |
| Membership dues                       | 11,828                     | 53,665         | 65,493        | 25,054                     | 32,385         | 57,439        |
| Occupancy expenses                    | 1,245,469                  | 31,901         | 1,277,370     | 1,145,274                  | 9,002          | 1,154,276     |
| Office expenses                       | 280,820                    | 44,316         | 325,136       | 235,196                    | 22,695         | 257,891       |
| Other expenses                        | 9,083                      | 30,584         | 39,667        | 28,586                     | 11,862         | 40,448        |
| Other professional fees               | 276,237                    | 50,482         | 326,719       | 331,946                    | 56,650         | 388,596       |
| Program supplies                      | 131,468                    | 20,034         | 151,502       | 167,365                    | 13,395         | 180,760       |
| Travel                                | 160,993                    | 1,150          | 162,143       | 146,331                    | 1,047          | 147;378       |
|                                       | 17,109,395                 | 1,175,953      | 18,285,348    | 15,562,683                 | 1,027,869      | 16,590,552    |
| Administrative allocation             | 1,175,953                  | (1,175,953)    |               | 1,027,869                  | (1,027,869)    |               |
| Total expenses                        | 18,285,348                 | <u>s -</u>     | \$ 18,285,348 | <u>\$ 16,590,552</u>       | <u>\$</u> -    | \$ 16,590,552 |

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Years ended June 30, 2021 and 2020

|                                                      |    | <u>2021</u> | <u>2020</u>     |
|------------------------------------------------------|----|-------------|-----------------|
| Cash flows from operating activities:                | •  |             | <br>            |
| Increase (decrease) in net assets                    | \$ | 2,097,442   | \$<br>(383,390) |
| Adjustments to reconcile increase (decrease) in net  |    |             |                 |
| assets to net cash provided by operating activities: |    |             |                 |
| Depreciation                                         |    | 250,508     | 225,385         |
| Amortization of loan origination fees included       |    |             |                 |
| in interest expense                                  |    | 18,930      | 18,930          |
| Gain on sale of assets                               |    | -           | -               |
| Fair value (gain) loss on interest rate swap         |    | (63,518)    | 105,753         |
| (Increase) decrease in:                              |    |             |                 |
| Accounts receivable, net                             |    | 370,914     | 94,530          |
| Other receivables                                    |    | (33,593)    | 91,716          |
| Prepaid expenses                                     |    | 133         | (27,688)        |
| Increase (decrease) in:                              |    |             |                 |
| Accounts payable and accrued expenses                |    | (147,863)   | 242,530         |
| Deferred revenue                                     |    | 266,587     | (3,980)         |
| PMPM reserve                                         |    | 272,856     | <br>(14,313)    |
| Net cash provided by operating activities            |    | 3,032,396   | 349,473         |
| Cash flows from investing activities:                |    |             |                 |
| Purchases of property and equipment                  |    | (312,121)   | <br>(131,248)   |
| Net cash (used) provided by investing activities     |    | (312,121)   | <br>(131,248)   |
| Cash flows from financing activities:                |    |             |                 |
| Net principal payments on long term debt             |    | (117,500)   | (112,500)       |
| Proceeds received from paycheck protection program   |    | -           | <br>2,212,100   |
| Net cash used in financing activities                |    | (117,500)   | <br>2,099,600   |
| Net increase (decrease) in cash and cash equivalents |    | 2,602,775   | 2,317,825       |
| Cash and cash equivalents, beginning of year         |    | 3,980,700   | <br>1,662,875   |
| Cash and cash equivalents, end of year               | \$ | 6,583,475   | \$<br>3,980,700 |
| Supplemental cash flow disclosures:                  |    |             |                 |
| Cash paid during the year for interest               | \$ | 103,615     | \$<br>109,234   |

## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

#### Note 1. <u>Nature of organization</u>

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Organization") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Organization. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Organization is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

#### Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

#### Note 2. Basis of accounting and summary of significant accounting policies

#### Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") Accounting for Contributions Received and Contributions Made.

#### Basis of presentation

The Organization's financial statements 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:

<u>Net assets without donor restrictions:</u> 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.

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

## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

## Note 2. Basis of accounting and summary of significant accounting policies (continued)

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

At June 30, 2021 and 2020, the Organization had net assets without donor restrictions of \$4,825,908 and \$2,802,763, respectively and had net assets with donor restrictions of \$125,197 and \$50,900, respectively. See Note 8 for discussion regarding net assets with donor restrictions.

#### <u>General</u>

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

### Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

### Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

#### Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$246,250 and \$207,758 as of June 30, 2021 and 2020, respectively. Refer to Note 3 for additional discussion of accounts receivable.

#### Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

| Buildings and improvements | 15 – 40 years |
|----------------------------|---------------|
| Automobiles                | 3 – 15 years  |
| Equipment                  | 5 – 7 years   |

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized. Depreciation expense was \$250,508 and \$225,385 for the years ended June 30, 2021 and 2020, respectively.

## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Note 2. Basis of accounting and summary of significant accounting policies (continued)

#### Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

#### Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

#### Fair value measurements and financial instruments

The Organization adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

#### Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

## Note 2. Basis of accounting and summary of significant accounting policies (continued)

#### Advertising expenses

The Organization expenses advertising costs as they are incurred.

### Expense allocation

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 programs and supporting services benefited.

## **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. Contributions that are restricted by the donor are 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 an increase in net assets with donor restrictions, depending on the nature of 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.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

#### Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 12. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

#### Income taxes

The Organization is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Organization.

These financial statements follow FASB ASC, Accounting for Uncertain 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.

#### Note 2. Basis of accounting and summary of significant accounting policies (continued)

Accounting for Uncertain Income Taxes did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2018 through 2020 are subject to examination by the IRS, generally for three years after filing.

### New Accounting Pronouncement

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (*Topic 606*) primarily to eliminate inconsistencies in current revenue recognition standards and practices across different industries, including nonprofit organizations. The core principle of ASU 2014-09 is based on the contract (written, oral, or implied) between a vendor and a customer for the provision of goods or services (with certain contracts excluded). Revenue will be recognized by the vendor when control over the goods or services is transferred to the customer. The ASU has been applied retrospectively to all periods presented and no significant adjustments were required.

#### Subsequent events

The Organization has evaluated all subsequent events through November 11, 2021, the date the financial statements were available to be issued.

## Note 3. Accounts receivable, net

Note 4.

Accounts receivable consist of the following at June 30,:

|                      | 2021                                      |                |                        | 2020             |                                               |
|----------------------|-------------------------------------------|----------------|------------------------|------------------|-----------------------------------------------|
|                      | Receivable                                |                |                        | Receivable       |                                               |
| Accounts receivable  | Receivable Allowance                      | <u>Net</u>     | <u>Receivable</u>      | <u>Allowance</u> | <u>Net</u>                                    |
| Clients              | \$ 224,925 \$ (156,103) \$                | 68,822         | \$ 217,938 \$          | (149,684) \$     | 68,254                                        |
| Insurance companies  | 209,422 (13,100)                          | 196,322        | 167,288                | (6,511)          | 160,777                                       |
| Medicaid             | 206,597 (73,213)                          | 133,384        | 546,959                | (43,602)         | 503,357                                       |
| Medicare             | <u>83.043</u> <u>(3.834)</u>              | 79,209         | 124,224                | <u>(7,961)</u>   | 116,263                                       |
|                      | \$ <u>723,987</u> \$ <u>(246,250)</u> \$_ | <u>477,737</u> | \$ <u>1,056,409</u> \$ | (207,758) \$     | 848,651                                       |
|                      |                                           |                | <u>2021</u>            | 202              | <u>20</u>                                     |
| Other receivables    |                                           |                |                        |                  |                                               |
| Towns                |                                           | \$             | 32,500                 | \$ 32            | 2,500                                         |
| NH Division of Me    | ntal Health                               |                | 173,978                |                  | ,555                                          |
| Contractual services | S -                                       |                | 20,328                 |                  | 3,158                                         |
|                      | · ·                                       | s              | 226,806                | -                | .213                                          |
| Prepaids             |                                           | Ψ.             | <u>,0.2.2</u>          | Ψ <u></u>        | <u>, , , , , , , , , , , , , , , , , , , </u> |
| Prepaids consists of | the following at June 30:                 |                |                        |                  |                                               |
| •                    | 0                                         |                | 2021                   | 2020             | )                                             |
| Prepaid insurance    |                                           | \$             | 42,898                 |                  | ,145                                          |
| Prepaid rents        |                                           |                | 78,425                 |                  | ,311                                          |
| -                    |                                           | \$             | 121,323                |                  | ,456                                          |

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

#### Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following: 2021

| Receivables primarily for services provided to individuals and entities located in | <u>2021</u>       | <u>2020</u>       |
|------------------------------------------------------------------------------------|-------------------|-------------------|
| southern New Hampshire                                                             | \$ <u>477,737</u> | \$ <u>848,651</u> |
| Other receivables due from entities located in New Hampshire                       | \$ <u>226,806</u> | \$ <u>193,213</u> |

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2021 and 2020, the Organization had approximately \$6,113,000 and \$3,537,000 in uninsured cash balances.

#### Note 6. Property and equipment

Property and equipment consists of the following at June 30:

| <i>.</i> .                     | 2021                | <u>2020</u>         |
|--------------------------------|---------------------|---------------------|
| Land                           | \$ 565,000          | \$ 565,000          |
| Buildings and improvements     | 4,082,773           | 4,065,775           |
| Automobiles                    | 18,800              | 18,800              |
| Equipment                      | 1,810,791           | 1,602,233           |
| Construction in process        | 1,831               |                     |
| •                              | 6,479,195           | 6,251,808           |
| Less: accumulated depreciation | <u>(2,796,251)</u>  | (2,630,477)         |
| Property and equipment, net    | \$ <u>3,682,944</u> | \$ <u>3,621,331</u> |

#### Note 7. Long term debt

| Long term debt consists of the following as of June 3 | 0,:                 |             |
|-------------------------------------------------------|---------------------|-------------|
| Series 2015 New Hampshire Health and                  | <u>2021</u>         | <u>2020</u> |
| Education Facilities Bond -                           |                     |             |
| Payable through 2036, original principal of           |                     |             |
| \$3,042,730, remarketed and sold to People's          |                     |             |
| United Bank at a variable rate, with an effective     |                     |             |
| rate of 1.73178% and 1.79538% at June 30, 2021        |                     |             |
| and 2020, respectively. Secured by land,              | •                   |             |
| building, equipment, and certain revenues,            | `                   |             |
| and is subject to certain financial covenants.        |                     |             |
| The note matures August 2025. The                     |                     |             |
| Organization has entered into an interest rate        |                     |             |
| swap agreement to effectively fix the interest        |                     |             |
| rate on the note. See Note 11.                        | 2,417,730           | 2,535,230   |
| Less: unamortized finance costs                       | (301,083)           | (320,013)   |
| Long term debt, less unamortized finance costs        | 2,116,647           | 2,2015,217  |
| Less: current portion of long term debt               | <u>(103,538)</u>    | (98,538)    |
| Long term debt, less current portion                  | \$ <u>2,013,109</u> | \$2,116,679 |

#### Note 7. Long term debt (continued)

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of \$18,930 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2021 and 2020, respectively.

Future maturities to long term debt are as follows:

|                      | L   | ong Term Deb | t  | Unamortized   |             |                  |
|----------------------|-----|--------------|----|---------------|-------------|------------------|
|                      |     | Principal    |    | Finance Costs | ,           | <u>Net</u>       |
| Year ending June 30, |     |              |    |               | <i>,</i>    |                  |
| 2022                 | \$  | 122,500      | \$ | (18,962)      | \$          | 103,538          |
| 2023                 |     | 127,500      |    | (18,962)      |             | 108,538          |
| 2024                 |     | 132,500      |    | (18,962)      |             | 113,538          |
| 2025                 |     | 137,500      |    | (18,962)      |             | 118,538          |
| 2026                 |     | 142,500      |    | (18,962)      |             | 123,538          |
| Thereafter           | _   | 1,755,230    | -  | (206,273)     |             | <u>1,548,957</u> |
| Total                | \$_ | 2,417,730    | \$ | (301,083)     | \$ <u> </u> | 2,116,647        |

#### Note 8. <u>Net assets with donor restrictions</u>

Net assets with donor restrictions were restricted as to the following areas of support as follows at June 30,:

|                                        | <u>2021</u>          | <u>2020</u> ·  |
|----------------------------------------|----------------------|----------------|
| Space plan analysis for Derry location | \$<br>10,000         | \$<br>10,000   |
| Technology                             | -                    | 10,900         |
| Housing support                        | 24,165               | 30,000         |
| Quimby Housing Program Initiatives     | 20,000               | -              |
| Access to Care Initiatives             | 27,751               | -              |
| Homeless Efforts                       | 13,606               | -              |
| Charitable                             | 16,287               | -              |
| Miscellaneous                          | <br>1 <u>3,388</u>   | <br>           |
|                                        | \$<br><u>125,197</u> | \$<br><u> </u> |

### Note 9. <u>Deferred revenue</u>

Deferred revenue consists of the following at June 30,:

|                       | <u>202</u>   | <u>!1</u>    |            | <u>2020</u>  |
|-----------------------|--------------|--------------|------------|--------------|
| Town funds received   | \$           | -            | \$         | 8,000        |
| Provider relief funds | 27           | <u>4,587</u> |            |              |
|                       | \$ <u>27</u> | <u>4,587</u> | \$ <u></u> | <u>8,000</u> |

During the year ending June 30, 2021, the Organization received \$274,587 in Provider Relief Funds ("PRF") from the U.S. Department of Health and Human Services ("HHS"). The CARES Act created the Provider Relief Fund to reimburse eligible healthcare providers for healthcare-related expenses and lost revenues attributable to COVID-19.

## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

#### Note 9. <u>Deferred revenue (continued)</u>

In accordance with Generally Accepted Accounting Principles, the Organization reports the PRF funding under ASC 958-60, Not-for-Profit Entities – Revenue Recognition. Under the guidance, the PRF funds would be accounted for as conditional grants which reports funding as a refundable advance, until the conditions have been substantially met or explicitly waived by the grantor.

As part of the PRF program, recoupment of the funding received is possible should the funding be spent on expenditures not allowable under the program.

Because entitlement to the payments is conditioned upon having incurred health care-related expenses or lost revenues that are attributable to COVID-19 (that is, a barrier to entitlement), and because noncompliance with the terms and conditions is grounds for recoupment by HHS of some or all of the payments (that is, a right of return), the payments are considered deferred revenue until such point that the conditions have been substantially met or explicitly waived by HHS, which had not occurred as of June 30, 2021.

### Note 10. Paycheck protection program

On April 17, 2020, the Organization received \$2,212,100 in loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business.

The loans and accrued interest are forgivable after eight or twenty-four weeks (the "Covered Period") as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight or twenty-four week period. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months.

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The Organization was notified during August 2021 that the loan was forgiven in its entirety. As such, the Organization has no requirement to repay the funds and in accordance with Generally Accepted Accounting Principles, the entire amount will be reported as debt forgiveness income in the period it was forgiven.

#### Note 11. Line of credit

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As of June 30, 202 and 2020, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March 29, 2022. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 3.75% at June 30, 2021 and 2020). The outstanding balance on the line at June 30, 2021 and 2020 was \$0. respectively. The line of credit is secured by all business assets and real estate.

## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

## Note 12. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Bank's term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,417,730 and \$2,535,230 at June 30, 2021 and 2020, respectively.

In accordance with generally accepted accounting principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in net assets without donor restrictions. For the years ended June 30, 2021 and 2020, the Organization reported an interest rate swap liability of \$100,265 and \$163,783 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$63,517 and (\$105,753) on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

### Note 13. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$152,590 and \$120,073 for the years ended June 30, 2021 and 2020, respectively.

### Note 14. Concentrations

For the years ended June 30, 2021 and 2020, the Organization received approximately 74% and 73%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Organization Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds and Federal funding, which are drawn as related expenses are incurred.

## Note 15. Lease commitments

The Organization leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$216,600 and \$212,500 for the years ended June 30, 2021 and 2020, respectively.

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#### Note 15. Lease commitments (continued)

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2020:

| Years ending June 30, |               |
|-----------------------|---------------|
| 2022                  | \$<br>215,325 |
| 2023                  | 219,539       |
| 2024                  | 223,753       |
| 2025                  | <br>54,185    |
| Total                 | \$<br>712,802 |

### Note 16. Availability and liquidity

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The following represents the Organization's financial assets at June 30,:

|                                                                                        | <u>2021</u>         | <u>2020</u>         |
|----------------------------------------------------------------------------------------|---------------------|---------------------|
| Financial assets at year end:                                                          |                     |                     |
| Cash and cash equivalents                                                              | \$6,583,475         | \$3,980,700         |
| Accounts receivable                                                                    | 477,737             | 848,651             |
| Other receivable                                                                       | 226,806             | 193,213             |
| Security deposit                                                                       | 11,087              | 11,087              |
| Total financial assets                                                                 | 7,299,105           | 5,033,651           |
| Less amounts not available within one year:                                            |                     |                     |
| Security deposit                                                                       | <u>(11,087)</u>     | (11,087)            |
| Financial assets available to meet general<br>Expenditures over the next twelve months | \$ <u>7.288.018</u> | \$ <u>5,022,564</u> |

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Notes to Consolidated Financial Statements June 30, 2021 and 2020

## Note 17. COVID-19

The COVID-19 outbreak in the United States and other countries has caused business disruption through mandated and voluntary closings, travel restrictions, quarantine requirements, and other disruptions to general business operations. While the disruptions are currently expected to be temporary, there is uncertainty around the duration of the various mandated and voluntary restrictions in place, and what, if any, negative financial impact it will have on the Association. As of the date of this report, the related financial impact and duration cannot be reasonably estimated at this time.

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## SUPPLEMENTARY INFORMATION

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Consolidating Statement of Position

| June 30, 2021 | June | 30, | 202 | 1 |
|---------------|------|-----|-----|---|
|---------------|------|-----|-----|---|

|                                          | June 30, 202         | , .                  |                      |                     |                      |
|------------------------------------------|----------------------|----------------------|----------------------|---------------------|----------------------|
|                                          | Center for Life      | CLM                  |                      |                     |                      |
|                                          | Management           | <b>Foundation</b>    | <u>Total</u>         | <b>Eliminations</b> | <b>Consolidated</b>  |
| ASSETS                                   |                      |                      |                      | -                   |                      |
| Current assets:                          |                      |                      |                      |                     |                      |
| Cash and cash equivalents                | \$ 6,313,446         | \$ 270,029           | \$ 6,583,475         | <b>\$</b> -         | \$ 6,583,475         |
| Accounts receivable, net                 | 477,737              | -                    | 477,737              |                     | 477,737              |
| Other receivables                        | 226,806              |                      | 226,806              | -                   | 226,806              |
| Prepaid expenses                         | 121,323              | -                    | 121,323              | -                   | 121,323              |
| Security deposit                         | 11,087               |                      | 11,087               |                     | 11,087               |
| Total current assets                     | 7,150,399            | : 270,029            | 7,420,428            | -                   | 7,420,428            |
| Property and equipment, net              | 3,682,944            | -                    | 3,682,944            |                     | 3,682,944            |
| Total assets                             | <u>\$ 10,833,343</u> | <u>\$    270.029</u> | <u>\$ 11.103.372</u> | <u>s -</u>          | <u>\$ 11,103,372</u> |
| LIABILITIES AND NET ASSETS               |                      |                      |                      |                     |                      |
| Current liabilities:                     |                      |                      |                      |                     |                      |
| Current portion of long-term debt        | \$. 103,538          | s -                  | \$ 103,538           | \$-                 | \$ 103,538           |
| Accounts payable                         | 100,008              | -                    | 100,008              | -                   | 100,008              |
| Accrued payroll and payroll liabilities  | 201,904              | -                    | 201,904              | -                   | 201,904              |
| Accrued vacation                         | 472,798              | -                    | 472,798              | -                   | 472,798              |
| Accrued expenses                         | 190,415              | · -                  | 190,415              | -                   | 190,415              |
| Deferred revenue                         | 274,587              |                      | 274,587              |                     | 274,587              |
| Total current liabilities                | 1,343,250            | -                    | 1,343,250            | -                   | 1,343,250            |
| Long term liabilities:                   |                      |                      |                      |                     |                      |
| Interest rate swap agreement             | 100,265              | -                    | 100,265              | -                   | 100,265              |
| PMPM reserve                             | 483,543              | -                    | 483,543              | -                   | 483,543              |
| Paycheck protection program note payable | 2,212,100            | -                    | 2,212,100            | -                   | 2,212,100            |
| Long-term-debt less current portion      | 2,013,109            | -                    | 2,013,109            |                     | 2,013,109            |
| Total long term liabilities              | 4,809,017            | •                    | 4,809,017            | <u> </u>            | 4,809,017            |
| Total liabilities                        | 6,152,267            | -                    | 6,152,267            | -                   | 6,152,267            |
| Net assets:                              |                      |                      |                      |                     |                      |
| Without donor restrictions               | 4,681,076            | 144,832              | 4,825,908            | -                   | 4,825,908            |
| With donor restrictions                  | •                    | 125,197              | 125,197              |                     | 125,197              |
| Total net assets                         | 4,681,076            | 270,029              | 4,951,105            |                     | 4,951,105            |
| Total liabilities and net assets         | \$ 10,833,343        | \$ 270,029           | <b>\$</b> 11,103,372 | s -                 | \$ 11,103,372        |

See Independent Auditor's Report

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Consolidating Statement of Position

June 30, 2020

|                                          |           | nter for Life    | Fe         | CLM<br>oundation |           | Total        | 1711        | minations        | C        | onsolidated |
|------------------------------------------|-----------|------------------|------------|------------------|-----------|--------------|-------------|------------------|----------|-------------|
| ASSETS                                   |           | ranagement       | <u>1 (</u> | Mildation        |           | <u>10tai</u> | <u>1211</u> | <u>innations</u> | <u>_</u> | ansonqueed  |
| Current assets:                          |           |                  |            |                  |           |              |             |                  |          | •           |
| Cash and cash equivalents                | \$        | 3,762,816        | \$         | 196,548          | \$        | 3,959,364    | \$          | 21,336           | \$       | 3,980,700   |
| Accounts receivable, net                 |           | 848,651          |            | -                |           | 848,651      |             | -                |          | 848,651     |
| Other receivables                        |           | 214,549          |            | -                |           | 214,549      |             | (21,336)         |          | 193,213     |
| Prepaid expenses                         |           | 121,456          |            | -                |           | 121,456      |             | -                |          | 121,456     |
| Security deposit                         |           | 11,087           |            | •                |           | 11,087       |             | -                |          | 11,087      |
| Total current assets                     |           | 4,958,559        |            | 196.548          |           | 5,155,107    |             | -                |          | 5,155,107   |
| Property and equipment, net              |           | 3.621,331        |            | -                |           | 3.621.331    |             | -                |          | 3,621,331   |
| Total assets                             | <u>s</u>  | <u>8,579,890</u> | <u>s</u>   | 196,548          | <u>\$</u> | 8.776.438    | \$          | -                | <u>s</u> | 8.776.438   |
| LIABILITIES AND NET ASSETS               |           |                  |            |                  |           |              |             |                  |          |             |
| Current liabilities:                     |           |                  |            |                  |           |              |             |                  |          |             |
| Current portion of long-term debt        | \$        | 98,538           | \$         | -                | \$        | 98,538       | \$          | •                | \$       | 98,538      |
| Accounts payable                         |           | 47,019           |            | -                |           | 47,019       |             | -                |          | 47,019      |
| Accrued payroll and payroll liabilities  |           | 641,109          |            | -                |           | 641,109      |             | -                |          | 641,109     |
| Accrued vacation                         |           | 383,284          |            | -                |           | 383,284      |             | -                |          | 383,284     |
| Accrued expenses                         |           | 41,576           |            | -                |           | 41.576       |             | -                |          | 41,576      |
| Deferred revenue                         |           | 8.000            |            | -                |           | 8,000        |             | -                | -        | 8,000       |
| Total current liabilities                |           | 1,219,526        |            | - `              |           | 1,219,526    |             | -                |          | 1,219,526   |
| Long term liabilities                    |           |                  |            |                  |           |              |             |                  |          |             |
| Interest rate swap agreement             |           | 163,783          |            | -                |           | 163,783      |             | -                |          | 163,783     |
| PMPM reserve                             |           | 210,687          |            | -                |           | 210,687      |             | -                |          | 210,687     |
| Paycheck protection program note payable |           | 2,212,100        |            | •                |           | 2,212,100    |             |                  |          | 2,212,100   |
| Long-term-debt less current portion      |           | 2,116,679        |            | -                |           | 2,116,679    |             | -                |          | 2,116,679   |
| Total long term liabilities              |           | 4,703,249        |            | -                |           | 4.539.466    |             | -                |          | 4,539,466   |
| Total liabilities                        |           | 5,922,775        |            | -                |           | 5,922,775    |             | -                |          | 5,922,775   |
| Net assets:                              |           |                  |            |                  |           |              |             |                  |          |             |
| Without donor restrictions               |           | 2,657,115        |            | 145,648          |           | 2,802,763    |             | -                |          | 2,802,763   |
| With donor restrictions                  | <u> </u>  | <u> </u>         |            | 50,900           | _         | 50,900       |             | -                | _        | 50,900      |
| Total net assets                         |           | 2,657,115        |            | 196,548          |           | 2,853,663    |             | -                |          | 2,853,663   |
| Total liabilities and net assets         | <u>\$</u> | 8,579,890        | S          | 196.548          | \$        | 8.776.438    | \$          | -                | \$       | 8.776.438   |

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE

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D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Activities For the Year Ended June 30, 2021

|                                        |                 | CI                  | LM Foundation       |                   |                   |                     |              |
|----------------------------------------|-----------------|---------------------|---------------------|-------------------|-------------------|---------------------|--------------|
|                                        | Center for Life | Without Donor       | With Donor          |                   | -                 |                     |              |
| Υ.                                     | Management      | <b>Restrictions</b> | <b>Restrictions</b> | <u>Total</u>      | <u>Total</u>      | <u>Eliminations</u> | Consolidated |
| Public support and revenues:           |                 |                     |                     |                   |                   |                     |              |
| Public support:                        |                 |                     |                     |                   |                   |                     |              |
| Federal                                | \$ 868,764      | s -                 | <b>s</b> -          | s                 | <b>\$</b> 868,764 | S -                 | \$ 868,764   |
| State of New Hampshire - BBH           | 828,490         | -                   | -                   | -                 | 828,490           | -                   | 828,490      |
| State and local funding                | 36,600          | -                   | <b>-</b> .          | -                 | 36,600            | -                   | 36,600       |
| Other public support                   | 27,699          | 41,268              | 118,175             | 159,443           | 187,142           |                     | 187,142      |
| Total public support                   | 1,761,553       | 41,268              | 118,175             | 159,443           | 1,920,996         | -                   | 1,920,996    |
| Revenues:                              |                 |                     |                     |                   |                   |                     |              |
| Program service fees, net              | 17,727,719      | -                   | -                   | -                 | 17,727,719        | •                   | 17.727.719   |
| Other service income                   | 245,722         | -                   | •                   | -                 | 245,722           | -                   | 245.722      |
| Rental income                          | 4,963           | -                   | •                   | •                 | 4,963             | -                   | 4,963        |
| Other                                  | 491,160         | -                   | <u> </u>            |                   | 491,160           | (71,287)            | 419.873      |
| Total revenues                         | 18,469,564      |                     | <u> </u>            |                   | 18,469,564        | (71,287)            | 18,398,277   |
| Total public support and revenues      | 20,231,117      | 41,268              | 118,175             | 159,443           | 20,390,560        | (71,287)            | 20,319,273   |
| Net assets released from restrictions: |                 |                     |                     |                   |                   |                     |              |
| Satisfaction of program restrictions   | -               | 43,878              | (43,878)            |                   | -                 | -                   | -            |
| Total                                  | 20,231,117      | 85,146              | 74,297              | 159,443           | 20,390,560        | (71,287)            | 20,319,273   |
| Operating expenses:                    |                 |                     |                     |                   |                   |                     |              |
| BBH funded programs:                   |                 |                     |                     |                   |                   |                     |              |
| Children                               | 5,427,719       | -                   | -                   | -                 | 5,427,719         | -                   | 5,427,719    |
| Elders                                 | 552,287         | -                   | -                   | -                 | 552,287           | -                   | 552,287      |
| Vocational                             | 332,014         | -                   | -                   | · -               | 332,014           | -                   | 332,014      |
| Multi-Service                          | 4,197,913       | -                   | , <b>-</b>          | -                 | 4,197,913         | -                   | 4,197,913    |
| Acute Care                             | 1,289,002       | -                   | -                   | -                 | 1,289,002         | -                   | 1,289,002    |
| Independent Living                     | 2,973,494       | -                   | -                   | -                 | 2,973,494         | -                   | 2,973,494    |
| Assertive Community Treatment          | 909,960         | -                   | -                   | -                 | 909,960           | -                   | 909,960      |
| Non-Specialized Outpatient             | 490,110         | -                   | -                   | -                 | 490,110           | -                   | 490,110      |
| Non-BBH funded program services        | 922,221         | 14,675              | -                   | 14,675            | 936,896           | -                   | 936,896      |
| Contributions                          |                 | 71,287              | -                   | 71,287            | 71.287            | (71,287)            | -            |
| Total program expenses                 | 17,094,720      | 85,962              |                     | 85,962            | 17.180,682        | (71,287)            | 17,109,395   |
| Administrative expenses                | 1,175,953       | -                   | -                   | -                 | 1,175,953         | -                   | 1,175,953    |
| Total expenses                         | 18,270,673      | 85,962              | ·                   | 85,962            | 18,356,635        | (71,287)            | 18,285,348   |
| Change in net assets from operations   | 1,960,444       | (816)               | 74,297              | 73,481            | 2.033.925         |                     | 2,033,925    |
| Non-operating expenses:                |                 | (,                  |                     |                   |                   |                     |              |
| Fair value gain on interest rate swap  | 63,517          | -                   | -                   | -                 | 63,517            | -                   | 63,517       |
| Change in net assets                   | 2,023,961       | (816)               | 74,297              | 73,481            | 2,097,442         |                     | 2,097,442    |
| Net assets, beginning of year          | 2,657,115       | 145,648             | 50,900              | 196,548           | 2,853,663         | -                   | 2,853,663    |
| Net assets, end of year                | \$ 4,681,076    | \$ 144,832          | \$ 125,197          | <b>\$</b> 270,029 | \$ 4,951,105      | <u>s</u> .          | \$ 4,951,105 |

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#### THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidating Statement of Activities

For the Year Ended June 30, 2020

**CLM Foundation** Center for Life Without Donor With Donor Management **Restrictions Restrictions** <u>Total</u> <u>Total</u> **Eliminations** Consolidated Public support and revenues: Public support: Federal S 1,143,039 \$ S S S 1,143,039 \$ S 1.143.039 State of New Hampshire - BBH 380,896 380,896 380.896 State and local funding 44,102 44,102 44,102 Other public support 117,714 56,199 50,900 107.099 224,813 (57,000)167,813 Total public support 1.685,751 56,199 50,900 107.099 1.792.850 (57,000)1.735.850 Revenues: Program service fees, net 13,759,719 13,759,719 13.759.719 Other service income 584,033 584,033 \_ 584,033 Rental income 5,288 5,288 5,288 Other 286,347 286,347 (58, 322)228.025 Total revenues 14.635.387 14,635,387 (58,322) --. 14,577,065 Total public support and revenues 16.321.138 56,199 50,900 107,099 16,428,237 (115, 322)16,312,915 **Operating expenses:** BBH funded programs: Children 5.269,747 5.269.747 5,269,747 Elders 580,123 580,123 580,123 Vocational 321,661 321.661 321,661 Multi-Service 3,148,577 3,148,577 3,148,577 Acute Care 1,183,032 1,183,032 -1,183,032 Independent Living 2,688,824 2,688,824 2,688,824 Assertive Community Treatment 799,937 799,937 -799,937 Non-Specialized Outpatient 986.629 986,629 . -986.629 . Non-BBH funded program services 577,697 6.456 6.456 584,153 584,153 Contributions 115,322 115,322 115,322 (115.322) • Total program expenses 15,556,227 121,778 121,778 15,678,005 -(115.322)15,562,683 Administrative expenses 1,027,869 . 1,027,869 1,027,869 -Total expenses 16,584,096 121,778 121,778 -16,705,874 (115, 322)16,590,552 Change in net assets from operations (262,958) (65,579) 50,900 (14,679)(277.637)(277, 637)Non-operating expenses: Fair value gain (loss) on interest rate swap (105,753) (105,753)(105,753)Change in net assets (368,711) (65,579) 50,900 (14.679) (383,390) (383,390) Net assets, beginning of year 3,025,826 211,227 211,227 3,237,053 . 3,237,053 Net assets, end of year 2,657,115 145,648 50,900 S \$ 196,548 S 2,853,663 S \$ 2,853,663

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## THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR-LIFE MANAGEMENT AND AFFILIATES Analysis of Accounts Receivable For the Year Ended June 30, 2021

| <b>`</b>            | Accounts<br>Receivable<br>Beginning of<br><u>Year</u> | Contractual<br>Allowances and<br>Other Discounts<br>Gross Fees <u>Given</u> | Cash Receipts                       | Change in<br><u>Allowance</u>          | Accounts<br>Receivable<br>End of<br><u>Year</u> |
|---------------------|-------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------|----------------------------------------|-------------------------------------------------|
| Clients             | \$ 217,938                                            | \$ 899,089 \$ (679,650)                                                     | \$ (212,452)                        | \$ - \$                                | 224,925                                         |
| Insurance companies | 167,288                                               | 2,750,472 (802,302)                                                         | (1,906,036)                         | -                                      | 209,422                                         |
| Medicaid            | 546,959                                               | 15,946,027 (976,172)                                                        | (15,310,217)                        | -                                      | 206,597                                         |
| Medicare            | 124,224                                               | 784,810 (194,555)                                                           | . (631,436)                         | - '                                    | 83,043                                          |
| Allowance<br>Total  | (207,758)<br>\$ 848,651                               | <u>\$ 20,380,398</u> <u>\$ (2,652,679</u> )                                 | <u>-</u><br><u>\$ (18,060,141</u> ) | (38,492)<br>(38,492) (38,492) (38,492) | (246,250)<br>477,737                            |

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#### THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT Schedule of Program Revenues and Expenses For the Year Ended June 30, 2021

| · ·                                                                     | <u>Children</u>     | <u>Elders</u>     | Vocational          | Multi-<br><u>Service</u> | Acute<br><u>Çare</u> | Independent<br>Living | Assertive<br>Community<br><u>Treatment</u> | Non-<br>Specialized<br><u>Qutpatient</u> | Other<br><u>Non-BBH</u> | Total<br>Program<br>Services | Admin-<br>istrative | Total<br>Agency     |
|-------------------------------------------------------------------------|---------------------|-------------------|---------------------|--------------------------|----------------------|-----------------------|--------------------------------------------|------------------------------------------|-------------------------|------------------------------|---------------------|---------------------|
| Public support and revenues:                                            |                     | *                 |                     |                          |                      |                       |                                            |                                          |                         |                              | •                   |                     |
| Public support:                                                         |                     |                   |                     |                          |                      |                       | _                                          |                                          |                         |                              |                     |                     |
| Federal                                                                 | \$ 1,625            | S -               | s -                 | s -                      | s -                  | \$ 865,514            | ÷                                          | \$ 1,625                                 |                         | \$ 868,764                   | s -                 | \$ 868,764          |
| State of New Hampshire - BBH                                            | 127,867             | -                 | -                   | 31,061                   | 133,138              | 209.696               | 225,000                                    | 6,675                                    | 95,053                  | 828,490                      | -                   | 828,490             |
| State and local funding                                                 | -                   | -                 | -                   | -                        | 36,600               | -                     | -                                          | -                                        | -                       | 36,600                       | -                   | 36,600 .            |
| Other public support                                                    | 2,660               | 249               | 166                 | 1,496                    | 499                  | 5,877                 | 416                                        | 826                                      | 166                     | 12,355                       | <u> </u>            | 27,699              |
| Total public support                                                    | 132,152             | 249               | 166                 | 32,557                   | 170,237              | 1,081,087             | 225,416                                    | 9,126                                    | 95,219                  | 1,746,209                    | 15,344              | 1,761,553           |
| Revenues:<br>Program service fees, net                                  | 7,658,435           | 1,013,228         | . 279,668           | 4,756,173                | 943,176              | 1,573,243             | 555,854                                    | 176,482                                  | 771,460                 | 17,727,719                   |                     | 17,727,719          |
| Other service income                                                    | 66,709              | 41,318            | , 279,008           | 4,750,175                |                      | 55                    |                                            | 44,733                                   | 91,231                  | • - • · · ·                  |                     |                     |
| Rental income                                                           | 914                 | 41,518            | -                   | -<br>1,474               | - 837                | 837                   | -                                          | •                                        | 91,231                  | - 244,046                    | 1,676               | 245,722             |
| Other                                                                   | 139,290             | - 7,507           | 14,306              | 130,307                  | 27,063               | 98,907                | 29,127                                     | 901<br>10,917                            | -                       | 4,963                        | -                   | 4,963               |
| • · · · · ·                                                             | 7,865,348           | 1,062,053         | 293,974             | 4,887,954                | 971,003              | 1,673,042             | 584,981                                    | 233,033                                  | 11,052                  | 468,476                      | 22,684              | 491,160             |
| Total revenues                                                          |                     | 1,002,055         |                     | 4,007,934                | 971.070              | 1,073,042             |                                            | 233,033                                  | 873,743                 | 18,445,204                   | 24,360.             | 18,469,564          |
| Total public support and revenues                                       | 7,997,500           | 1,062,302         | 294,140             | 4,920,511                | 1,141,313            | 2,754,129             | 810,397                                    | 242,159                                  | 968,962                 | 20,191,413                   | 39,704              | 20,231,117          |
| Total expenses                                                          | 5,804,656           | 590,024           | 354,750             | 4,485,415                | 1,377,277            | 3,177,266             | 972,285                                    | 523,580                                  | 985,420                 | 18,270,673                   | -                   | 18,270,673          |
|                                                                         |                     |                   |                     |                          |                      |                       |                                            |                                          |                         |                              |                     |                     |
| Change in net assets from operations                                    | 2,192,844           | 472,278           | (60,610)            | 435,096                  | (235,964)            | (423,137)             | (161,888)                                  | (281,421)                                | (16,458)                | 1,920,740                    | 39,704              | 1,960,444           |
| <u>Non-operating expenses:</u><br>Fair value gain on interest rate swap | 23,446              | 2,922             | 1,061               | 12,703                   | 3,817                | 7,146                 | 2,712                                      | 2,699                                    | 2,254                   | 58,760                       | 4,757               | 63,517              |
| Change in net assets                                                    | <u>\$ 2,216,290</u> | <u>\$ 475,200</u> | <u>\$ (59,549</u> ) | <u>\$ 447,799</u>        | <u>\$ (232,147</u> ) | <u>\$ (415.991</u> )  | <u>\$ (159,176</u> )                       | <u>\$ (278,722</u> )                     | <u>\$ (14,204</u> )     | <u>\$ 1,979,500</u>          | <u>\$ 44,461</u>    | <u>\$ 2.023,961</u> |

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#### THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT Schedule of Program Expenses For the Year Ended June 30, 2021

|                                       | <u>Children</u>     | Elders            | Vocational        | Multi-<br><u>Service</u> | Acute<br><u>Care</u> | Independent<br>Living | Assentive<br>Community<br><u>Treatment</u> | Non-<br>Specialized<br>Outpatient | Other<br><u>Non-BBH</u> | Total<br>Program<br><u>Services</u> | Admin-<br>istrative | Total<br>Agency |
|---------------------------------------|---------------------|-------------------|-------------------|--------------------------|----------------------|-----------------------|--------------------------------------------|-----------------------------------|-------------------------|-------------------------------------|---------------------|-----------------|
| Personnel costs:                      |                     |                   |                   |                          |                      |                       |                                            |                                   |                         |                                     |                     |                 |
| Salaries and wages                    | \$ 3,801,073        | \$ 416,290        | \$ 223,839        | \$ 3,110,403             | \$ 942,307           | \$ 1,346,177          | \$ 612,795                                 | \$ 353,341                        | \$ 584,366              | <b>S</b> 11,390,591                 | \$ 668,007          | \$ 12,058,598   |
| Employee benefits                     | 730,904             | 70,244            | 65,456            | 566,645                  | 183,369              | 374,321               | 159,333                                    | 33,305                            | 138,878                 | 2,322,455                           | 96,707              | 2,419,162       |
| Payroll taxes                         | 260,978             | 28,465            | 11,761            | 206,932                  | 59,749               | 84,033                | 41,029                                     | 26,827                            | , 39,286                | 759,060                             | 45,487              | 804,547         |
| Accounting/audit fees                 | 24,039              | 2,397             | 988               | 18,511                   | 3,837                | 8,790                 | 3,111                                      | 1,062                             | 2,755                   | 65,490                              | 387                 | 65,877          |
| Advertising                           | 5,023               | 491               | 233               | 3,714                    | 1,431                | 1,264                 | 631                                        | 662                               | 472                     | 13,921                              | 879                 | 14,800          |
| Conferences, conventions and meetings | 17,952              | 232               | 167               | 10,746                   | 4,852                | 4,048                 | 600                                        | 533                               | 3,951                   | 43,081                              | 5,724               | 48,805          |
| Depreciation                          | 77,660              | 6,139             | 3,831             | 45,831                   | 21,316               | 25,597                | 10,145                                     | 12,526                            | 8,887                   | 211,932                             | 38,576              | 250,508         |
| Equipment maintenance                 | 5,392               | 448               | 326               | 3,612                    | 1,223                | 2,002                 | 817                                        | 477                               | 764                     | 15,061                              | 479                 | 15,540          |
| Equipment rental                      | 17,178              | 1,302             | 688               | 8,096                    | 2,809                | 4,223                 | 2,019                                      | 1,657                             | 3,573                   | 41,545                              | 1,011               | 42,556          |
| Insurance                             | 18,997              | 1,761             | 662               | 13,056                   | 5,715                | 4,697                 | 5,279                                      | 4,410                             | 1,398                   | 55,975                              | 30,891              | 86,866          |
| Interest expense                      | 27,446              | 2,019             | 929               | 13,074                   | 9,336                | 7,476                 | 2,803                                      | 7,175                             | 2,124                   | 72,382                              | 31,233              | 103,615         |
| Legal fees                            | -                   | -                 | -                 | -                        | -                    | -                     | 1,140                                      | -                                 |                         | 1,140                               | 24,440              | 25,580          |
| Membership dues                       | 2,255               | 163               | 77                | 1,896                    | 499                  | 1,784                 | 942                                        | 442                               | 3,770                   | 11,828                              | 53,665              | 65,493          |
| Occupancy expenses                    | 164,359             | 3,107             | 1,026             | 26,184                   | 10,265               | 964,807               | 13,037                                     | 18,743                            | 43,941                  | 1,245,469                           | 31,901              | 1,277,370       |
| Office expenses                       | 102,951             | 7,205             | 5,043             | 63,582                   | 16,956               | 32,272                | 23,160                                     | 11,748                            | 17,903                  | 280,820                             | -                   | 325,136         |
| Other expenses                        | 1,007               | 18                | 62                | 1,063                    | 438                  | 1,959                 | 285                                        | 133                               | 62                      | 5,027                               | 30,584              | 35,611          |
| Other professional fees               | 93,061              | 7,474             | 5,316             | 68,485                   | 19,964               | 32,639                | 13,473                                     | 8,009                             | 18,061                  | 266,482                             | 50,482              | 316,964         |
| Program supplies                      | 33,557              | 1,455             | 1,412             | 21,385                   | . 4,579              | 8,358                 | 3,639                                      | 7,235                             | 49,848                  | 131,468                             | 20,034              | 151,502         |
| Travel -                              | 43,887              | 3,077             | 10,198            | 14,698                   | 357                  | 69,047                | 15,722                                     | 1.825                             | 2,182                   | 160,993                             | 1,150               | 162,143         |
|                                       | 5,427,719           | 552,287           | 332,014           | 4,197,913                | 1,289,002            | 2,973,494             | 909,960                                    | 490,110                           | 922,221                 | 17,094,720                          | 1,175,953           | 18,270,673      |
| Administrative allocation             | 376,937             | 37,737            | 22,736            | 287,502                  | 88,275               | 203,772               | 62,325                                     | 33,470                            | 63,199                  | 1,175,953                           | (1,175,953)         | -               |
| Total program expenses                | <u>\$ 5,804,656</u> | <u>\$ 590,024</u> | <u>\$ 354,750</u> | <u>\$ 4,485,415</u>      | <b>\$</b> 1,377,277  | <u>\$_3,177,266</u>   | <u>\$ 972,285</u>                          | <u>\$    523,580</u>              | <b>\$</b> 985,420       | \$ 18,270,673                       | <u>s</u>            | \$ 18,270,673   |

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## **BOARD OF DIRECTORS - FY2022**

Name/Position

## Home Address

Telephone /Emails

David Hebert Chairperson

Maria Gudinas Vice Chair

Susan Davis Secretary

Ron Lague, CPA, CVA Treasurer

Judi Ryan, RN

Vic Topo, MSW President & CEO

Vernon Thomas, Captain, Derry Police

Christopher Peterson, MD

Joseph Crawford

**Michael Delahanty** 

Rebecca Sanborn

## **VICTOR TOPO**

## President/Chief Executive Officer

Successful 32-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and nontraditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and reinvention
- Team building and leadership
- Strategic planning
- Collaboration

- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

## **Professional Experience**

1999 – Present

### Center for Life Management – Derry, NH President/Chief Executive Officer

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 13 million.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes eprescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of fifteen years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

## Pathways, Inc. - Mentor, OH

## **Chief Executive Officer/Executive Director**

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

1988 - 1999

#### VICTOR TOPO

#### -Page 2-

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

## Community Counseling Center – Ashtabula, OH

### Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital. Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

## **EDUCATION**

## Master of Social Work (MSW) West Virginia University, Morgantown, WV

#### **Bachelor of Arts (BA)**

Siena College, Londonville, NY

## Associate of Applied Science (AAS) Fulton-Montgomery Community College, Johnstown, NY

#### **BOARD/LEADERSHIP POSITIONS**

Heritage United Way - Board of Directors

Mental Health Commission – Co-Chair Consumers and Families Work Group

### Statewide Evidenced Based Practice Committee - Co-Chair

### Greater Salem Chamber of Commerce - Board of Directors

Behavioral Health Network - Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program - Graduate, Class of 2001

#### 1983-1988

## DIANA LACHAPELLE, CPA

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working

collaboratively and driving change to optimize profitability.

## **Core Qualifications**

- Strategic Planning
- SOX Compliance
- Budgeting & Forecasting
- Contract Negotiations
- Internal Controls
- Audit
- Labor Management

## PROFESSIONAL EXPERIENCE

Revenue Cycle Management

Financial Reporting & Analysis

## VICE PRESIDENT – CHIEF FINANCIAL OFFICER

## The Mental<sup>(</sup>Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

## **CHIEF EXECUTIVE OFFICER**

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President: Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

## Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

## **CONTROLLER/CHIEF FINANCIAL OFFICER**

## Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

## **CPA SERVICES**

### Diana C. Lachapelle, CPA, Bedford, NH 2003-2011

Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

## DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this \$550 million manufacturing and sourcing
  operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by \$6.9 million.

## FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP

Nashua Corporation, Nashua, NH 1993-1996

## AUDITOR

Ernst & Young, Manchester, NH 1989-1992

## **EDUCATION & CERTIFICATION**

Bachelor of Science in Business Administration, University of New Hampshire, Durham Certified Public Accountant, State of New Hampshire Member of the American College of Healthcare Executives and Healthcare Einancial

Member of the American College of Healthcare Executives and Healthcare Financial Management Association

## SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise, Microsoft Office Suite, Ariba Contract Management, Mayen, Beacon, Tableau

## **Steve Arnault**

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To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

## Professional Experience

## Healthcare Systems Allgn, LLC Notlingham, NH

Healthcare Systems Align.com

1/2010 - Present

Provide consultation to agencies, medical practices and practitioners to establish systems
of integrated healthcare that includes practice patterns, billing strategies, quality and
compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance

## Center for Life Management, Deny, NH www.centerforlifemanagement.org

1/2009 - Present

1/2006 - 12/2009

- Senior management position in mental health center serving 6000 consumers Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

#### Director, Behavioral Health Portsmouth Regional Hospital Services Portsmouth, NH

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and Interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10.5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

## <u>Steve Arnault</u>

Assistant Director of Behavioral Health Services

Portsmouth Regional Hospital Portsmouth, NH 4/2005 - 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who
  provide psychiatric assessment, consultation and therapy to patients admitted medically to
  the hospital.

Director of Adult Services Community Partners; Dover, NH 11

11/2001 - 4/2005

 Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 mangers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Riverbend Community Mental Health Ctr 9/2000 – 11/2001 Community Support Prog. Concord, NH

Responsible for the clinical, administrative and fiscal operations of programs serving 554
consumers with severe and persistent mental illness. Directly supervise 5 managers
responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

| Treatment Team<br>Coordinator        | Riverbend Community Mental Health Ctr<br>Concord, NH         | 8/1996 - 9/2000 |
|--------------------------------------|--------------------------------------------------------------|-----------------|
| <ul> <li>Clinical and ada</li> </ul> | ninistrative supervision of a multidissiplinary term of 12 d | limet open ofoE |

 Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

| Team Leader | Strafford Guidance Center; Dover, NH                                                                  | 1/1993 - 8/1996 |
|-------------|-------------------------------------------------------------------------------------------------------|-----------------|
|             | idmInistrative supervision of 8 direct care staff. Serving a the severe and persistent mental illness | n average of 80 |

 Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

#### Clinical Case Manager

Strafford Guidance Center; Dover, NH

1/1992 - 12/1993

 Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

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# Steve Arnault

| Be<br>Cl                                | Assistant Director /<br>Behavioral Specialist                                                                                                                                                                                                                                       | Residential Resources; Keene, NH                                                                                                 | 1/1989 - 1/1992        |  |  |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------|--|--|
|                                         | <ul> <li>Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported<br/>living arrangements serving people with developmental disabilities. Provide behavioral<br/>consultation to individuals with behavioral/functional challenges.</li> </ul> |                                                                                                                                  |                        |  |  |
|                                         | Behavioral Specialist /<br>Clinical Supervisor                                                                                                                                                                                                                                      | The Center for Humanistic Change<br>Manchester, NH                                                                               | 8/1986 - 1/1989        |  |  |
|                                         | <ul> <li>Provide behavioral consultation to individuals facing behavioral/functional challenges in<br/>group homes, day programs, vocational and family settings. Supervised 2 clinicians.</li> </ul>                                                                               |                                                                                                                                  |                        |  |  |
|                                         | House Manager                                                                                                                                                                                                                                                                       | Greater Lawrence Psychological Center<br>Lawrence, MA                                                                            | 6/1984 - 8/1986        |  |  |
|                                         | <ul> <li>Administrative, clinical and financial management of a group home serving 4<br/>men with severe and persistent mental illness.</li> </ul>                                                                                                                                  |                                                                                                                                  |                        |  |  |
| Teaching &<br>Educational<br>Experience | Adjunct Faculty                                                                                                                                                                                                                                                                     | New England College; Henniker, NH<br>www.nec.edu                                                                                 | 9/1994 - Present       |  |  |
|                                         | <ul> <li>Teach graduate and undergraduate courses in psychology, counseling., program<br/>development and evaluation</li> </ul>                                                                                                                                                     |                                                                                                                                  |                        |  |  |
|                                         | Director of Masters<br>Degree Program in<br>Mental Health Counseling                                                                                                                                                                                                                | New England College; Henniker, NH                                                                                                | 1/1998 - 3/2002        |  |  |
|                                         | <ul> <li>Oversight of curricular<br/>Development and</li> </ul>                                                                                                                                                                                                                     | plemented curricultum for degree program.<br>ulum to insure quality, academic standards and stud<br>execution of marketing plan. | ent relention.         |  |  |
|                                         | <ul> <li>Provided academic advising and mentoring to students.</li> <li>Faculty recruitment, supervision and monitoring of academic quality</li> </ul>                                                                                                                              |                                                                                                                                  |                        |  |  |
|                                         | Faculty recruitm     Curriculum Consultant                                                                                                                                                                                                                                          | New England College; Henniker, NH                                                                                                | Fall 2012 -<br>Present |  |  |
|                                         |                                                                                                                                                                                                                                                                                     | la for a certificate and C.A.G.S. in the integration of t<br>tine.                                                               | behavioral health      |  |  |

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## KENNETH M. BROWN, M.D., M.P.H.

| EDUCATION    | -                                                                                                                                 |  |  |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------|--|--|
| 1994-1996    | Child and Adolescent Psychiatry Fellowship<br>University of Miami/ Jackson Memorial Hospital                                      |  |  |
| 1991-1994    | Psychiatry Residency<br>Medical University of South Carolina<br>Institute of Psychiatry<br>Charleston, South Carolina             |  |  |
| 1987-1992    | Doctor of Medicine<br>Tulane University School of Medicine<br>Tulane Medical Center<br>Charity Hospital<br>New Orlcans, Louisiana |  |  |
| 1987-1991    | Masters of Public Health<br>Tulane University School of Tropical Medicine and Public Health<br>New Orleans, Louisiana             |  |  |
| 1983-1987    | Bachelor of Science Engineering<br>Major: Biomedical Engineering<br>Tulane University School of Engineering                       |  |  |
| 1985-1986    | Tulane University Honor Scholar Junior Year Abroad<br>Major: Engineering<br>University of Southampton<br>Southampton, England     |  |  |
| EMPLOYMENT   |                                                                                                                                   |  |  |
| 2000-Present | Medical Director<br>Hampstead Hospital<br>Hampstead, New Hampshire                                                                |  |  |
| 1996-2000    | Chief, Child and Adolescent Psychiatrist                                                                                          |  |  |

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Chief, Child and Adolescent Psychiatrist Hampstead Hospital Hampstead, New Hampshire

## EMPLOYMENT (cont.)

1996-Present Solo Private Practice (Inpatient and Outpatient) Child, Adolescent and Adult Psychotherapy and Psychopharmacology Hampstead Hospital 218 East Road Hampstead, New Hampshire

- 1997-2000 Child and Adolescent Psychiatrist Center for Life Management Community Mental Health Center Derry, New Hampshire
- 1991-1994 Court Appointed Expert Witness Court Appointed Designated Examiner Charleston County Court
- 1993-1994 Treating Psychiatrist South Carolina Department of Mental Health Dual Diagnoses Community Mental Health Clinic Charleston, South Carolina

## ACADEMIC AFFILIATIONS

1999-Present Adjunct Professor in Clinical Research Dartmouth University Hanover, New Hampshire

## RESEARCH

2001-2003 Sub-investigator Access Clinical Trials

> <u>A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-</u> <u>Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release</u> <u>Carbamazepine in Patients with Bipolar Disorder.</u> Shire Laboratories

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A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Lithium Failure Patients with Bipolar Disorder. Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary Efficacy of Flutamide Compared to Placebo in Patients with Anorexia. Nervosa

Vela Pharmaceuticals Inc.

## RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics. Corcept Therapeutics, Inc.

<u>Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia</u> Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.

Bristol-Myers Squibb Pharmaceutical Research Institute

## PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression Daviss, Bentivoglio, Racusin, Brown, et al., J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

<u>A Retrospective Study of Citalopram in Adolescents with Depression</u> Bostic J.Q., Prince J., Brown K., Place S. Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

<u>Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot</u> <u>Study.</u> Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S. Psychopharmacoogy Bulletin 2002; 36: 100-107

- 2001 <u>Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.</u> Presented at the Annual Meeting of the American Psychiatric Association, New Orleans, LA 5/9/2001
- 2001 <u>Citalopram in Adolescents with Mood and Anxiety Disorders.</u> Presented at the Annual Meeting of NCDEU, Phoenix, AZ 5/29/2001
- 2001 <u>Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.</u> Presented at the Annual Meeting of the American Psychiatric Association 2001 Institute on Psychiatric Services, Orlando, FL 10/11/2001

## HONORS AND OFFICES HELD

## ACADEMIC AWARDS AND OFFICES

--Golden Apple Award for Excellence in teaching medical students

--Residency Education Committee representative

--Vice President Tulane Medical School Class of 1991

--President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

-- Tau Beta Pi (engineering honor society)

-- Alpha Eta Mu Beta (biomedical engineering honor society)

--Alpha Epsilon Delta (premedical honor society)

--Honor Scholar Junior Year Abroad Program

#### SOCIETY MEMBERSHIPS

--American Medical Association

--American Psychiatry Association

--American Academy of Child and Adolescent Psychiatry

--New Hampshire Medical Association

--New Hampshire Psychiatry Association

--New England Society of Child and Adolescent Psychiatry

## CERTIFICATIONS

--Board Certified General Psychiatry

American Board of Psychiatry and Neurology, #43597

- Board Eligible, Child and Adolescent Psychiatry

#### LICENSES

--New Hampshire, Maine, South Carolina, Florida, Louisiana

# Angela Moran

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Objective: Seeking employment in management, human services and customer service.

Experience:

| Center for Life Management  | Derry, NH |   | July 2017-Present |
|-----------------------------|-----------|---|-------------------|
| Interim Director of Housing |           | • | 2/2019-Present    |

- Works collaboratively with The Bureau Housing Supports to outreach and assist homeless individuals
- Engage homeless towards finding permanent housing/treatment for mental illness or substance misuse.
- Refer individuals for clinical screening and diagnostics into case management services.
- Participate within the local LSDA, foster cooperation and collaboration between service providers, as well as follow through on referrals made to CLM in regards to possible homeless individuals.
- Follow state and federal regulations regarding use of funds and services for the homeless and mentally ill.
- Adhere to CLM and State of NH regulations regarding documentation and HMIS data collection
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action
   Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action
   Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Assist in the development of NOFA documentation and HMIS Annual Performance
   Reports
- Update APR's for PATH outreach, All Projects for housed Participants that are in SPC, SPC II, PH1 and FH1
- Follow through with Audits preformed on all Projects done by BHS
- Adhere to policies with Rental calculations, Redeterminations, FMR's
- Assist with getting documentation of homelessness for HUD's definition of the Chronically homelessness
- Voucher participants that fall into the HUD's CH definition and assist them with finding housing
- Work with landlords who accept the housing voucher through CLM and BHS to assist with and problem solve issues with participants
- Reports to VP and QA of CLM on a weekly basis

#### **Housing Development Assistant**

#### 10/2018-2/2019

- Works collaboratively with Housing Director to Outreach and assist homeless individuals.
- Engage homeless towards finding permanent housing/treatment for mental illness or substance misuse.
- Refer individuals for clinical screening and diagnostics into case management services.
- Participate within the local LSDA, foster cooperation and collaboration between service providers, as well as follow through on referrals made to CLM in regards to possible homeless individuals.
- Follow state and federal regulations regarding use of funds and services for the homeless and mentally ill.
- Adhere to CLM and State of NH regulations regarding documentation and HMIS data collection
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Assist in the development of NOFA documentation and HMIS Annual Performance Reports
- Assist individuals w/ applying for Medicaid and Social Security benefits
- Perform other duties as assigned by Director

## PATH Outreach Worker

#### 7/2017-10/2108

- Coordinate intake and needs for assessments for all clients and work with clients and their barriers to obtain services/housing and/or perform a warm handoff to in-house case manager.
- Perform outreach services, contacting homeless persons in all places where they congregate in our catchment area.
- Provide supportive services in a hon-judgmental manner.
- Provide information, referrals, and advocacy to assist clients in accessing services and resources.
- Assist clients with procuring necessary documents and services such as ID card, birth certificate, social security, disability income.
- Assist clients with housing applications, complete supportive and subsidized housing paperwork, and advocate for clients with prospective landlords.

#### Work Opportunities Unlimited

Dover, NH

2016-2017

**Career Resource Specialist Seacoast Area** 

- Assist clients develop career goals/Work support and assessment
- Intake coordination for DCYF clients
- Create and develop Individual Support Plans/Coaching clients to help maximize success
- Job retention skills/Job coaching skills
- Mock interviewing skills and assessment
- Job Development/Business Development

## Sutton Hill Center-Genesis Healthcare North Andover, MA

2016-Present

2015-2016

## **Recreation Assistant**

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

## Rutland Healthcare and Rehabilitation -Genesis Healthcare Rutland, VT

## **Recreation Assistant**

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

## Balance Chiropractic PLLC Concord, NH 2008-2015

Office Manager

- Maintained all charts and intakes for patients
- Scheduling, collecting co-pays, calling insurance companies for benefits
- Following up on charts and following up with payments from patients
- Ordered supplies, supplements, fielding calls to schedule and reschedule patients

| Children's Place | Manchester, NH | 2007-2008 |
|------------------|----------------|-----------|
|------------------|----------------|-----------|

## Store Manager

- Ran all aspects of the stores operation from scheduling, payroll, shipment, floor sets
- Training all management and part time sales associates
- Customer service

**Olympia Sports** 

## Salem, NH 1995-2007

Store Manager

- Part time from 1995-1997, Manager Trainee, Store Manager 2000
- Ran all operations of store and maintained good customer service
- Training for all management and part time sales associates
- Made sure to reach sales goals and inventory

## Volunteer Experience

## YMCA Allard Center of Goffstown

- Volunteered for co-coaching of competitive swim team (18 kids ages 11-16)
- Volunteered for Kohl's Cares Softball tournament to raise \$500
- Volunteered for Zumba/dance-a-thon to raise over \$200

## Education:

Seacoast Career School 2006

#### **References:**

-

Erin Mitchell- YMCA of Greater Nashua, Director of Achievement

Kristin Jones, BA- Counselor

Amanda St. Cyr - Supply Supervisor, Elliot Hospital

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# CONTRACTOR NAME

# Key Personnel

| Name             | Job Title               | Salary Amount Paid<br>from this Contract |
|------------------|-------------------------|------------------------------------------|
| Vic Topo         | CEO                     | 0                                        |
| Diana Lachapelle | VP - CFO                | 0                                        |
| Steve Arnault    | VP Operations & Quality | 0                                        |
| Kenneth Brown    | Medical Director        | 0                                        |
| Angie Moran      | Housing Director        | \$13750                                  |
|                  |                         |                                          |



## STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

## DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Christine L. Sentanicilo Director 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.dbhs.nh.gov

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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

| Vendor Name &<br>Code                                                               | Area Served | Current<br>Amount | Increase<br>(Decrease)                | Revised<br>Amount | Current<br>Completion<br>Date         | Revised<br>Completion<br>Date |
|-------------------------------------------------------------------------------------|-------------|-------------------|---------------------------------------|-------------------|---------------------------------------|-------------------------------|
| Community Action<br>Partnership<br>Strafford County,<br>Dover, NH                   | Statewide   | <b>\$</b> 77,048  | \$38,524                              | \$115,572         | June 30,<br>2021                      | June 30,<br>2022              |
| #177200-B004                                                                        |             |                   |                                       |                   |                                       |                               |
| Community Action<br>Program Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | Statewide   | \$173,444         | <b>\$</b> 86,722                      | \$260,168         | June 30,<br>2021                      | June 30,<br>2022              |
| #177203-B003                                                                        |             |                   |                                       |                   |                                       |                               |
| FIT/NHNH, Inc.,<br>Manchester, NH<br>#157730-B001                                   | Concord     | \$308,452         | \$219,915                             | \$528,367         | August 31,<br>2021                    | August 31,<br>2022            |
|                                                                                     |             |                   | · · · · · · · · · · · · · · · · · · · |                   | · · · · · · · · · · · · · · · · · · · |                               |
| FIT/NHNH, Inc.,<br>Manchester, NH                                                   | Concord     | \$137,170         | \$68,585                              | \$205,755         | June 30,<br>2021                      | June 30,<br>2022              |
| #157730-B001                                                                        |             |                   |                                       |                   |                                       |                               |

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

| The Lakes Region<br>Mental Health<br>Center, Inc.,<br>Laconia, NH<br>#154480-B001         | Laconia                                     | \$202,046   | \$107,170   | \$309,216         | June 30,<br>2021             | June 30,<br>2022   |
|-------------------------------------------------------------------------------------------|---------------------------------------------|-------------|-------------|-------------------|------------------------------|--------------------|
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>\$177511-R001                | Cheshire &<br>Sullivan<br>Counties          | \$248,042   | \$170,352   | \$416,394         | August 31,<br>2021           | August 31,<br>2022 |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Statewide                                   | \$173,104   | \$86,552    | \$259,656         | June 30,<br>2021             | June 30,<br>2022   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$570,368   | \$292,036   | \$862,404         | June 30,<br>2021             | June 30,<br>2022   |
| The Mental Health<br>Center for Southern<br>New Hampshire<br>Derry, NH<br>#174116-R001    | Western<br>Rockingham<br>County             | \$540,894×  | \$286,119   | \$827,013         | June 30,<br>2021             | June 30,<br>2022   |
| The Mental Health<br>Center for<br>Southern New<br>Hampshire<br>Derry, NH<br>#174116-R001 | Western<br>Rockingham<br>& Coos<br>Counties | \$979,973   | \$758,031   | \$1,738,004       | July 31,<br>2021             | July 31,<br>2022   |
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-B009             | Statewide                                   | \$261,644   | \$130,822   | \$392,466         | June 30,<br>2021             | June 30,<br>2022   |
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-B009             | Grafton<br>Coos, &<br>Carroll<br>Countles   | \$178,638   | \$90,399    | <b>\$</b> 269,037 | Jun <del>e</del> 30,<br>2021 | June 30,<br>2022   |
|                                                                                           | Total:                                      | \$3,848,823 | \$2,335,227 | \$6,184,050       |                              |                    |

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

| State<br>Fiscal<br>Year | Class /<br>Account | Ciass Title                | Job<br>Number | Current<br>Budget   | Increased<br>(Decreased)<br>Amount | Revised<br>Budget    |
|-------------------------|--------------------|----------------------------|---------------|---------------------|------------------------------------|----------------------|
| 2020                    | . 102-500731       | Contracts for<br>Prog Svcs | TBD           | \$1,606,764         | \$0                                | \$1,606,7 <b>6</b> 4 |
| 2021                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | <b>\$2</b> ,145,410 | \$0                                | \$2,145,410          |
| 2022                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$96,649            | \$2,215,928                        | \$2,312,577          |
| 2023                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$0                 | \$1 19,299                         | \$119,299            |
|                         |                    |                            | Total:        | \$3,848,823         | \$2,335,227                        | \$6,184,050          |

## EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

ori Shibinette

Lori A. Shibinette Commissioner

## State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, CLM Supportive Housing contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), and as amended December 2, 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal 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, increase the price limitation, or 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 1.7, Completion Date, to read:
  - July 31, 2022
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$1,738,004

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4. to read:

1.2.4. Grant Numbers:

1.2.4.1. NH0014L1T001811 (SFY 2020; July 1, 2019 – June 30, 2020)

1.2.4.2 NH0014L1T001912 (SFY 2021; July 1, 2020 - June 30, 2021)

- 1.2.4.3. NH0014L1T001912 & NH0014L1T002013 (SFY 2022; July 1, 2021 June 30, 2022)
- 1.2.4.4 NH0014L1T002013 (SFY 2023; July 1, 2022 July 31, 2022)

Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., to read:

1.2.7. Total Amount Continuum of Care:

1.2.7.1. Not to exceed: \$1,738,004

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Amendment #1, Section 1, Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8, to read:

| 1.2.8. Funds allocation under this agreement for the Continuum of Care Program: | 1.2.8. | Funds allocation | under this agr | eement for the | Continuum o | f Care Program: |
|---------------------------------------------------------------------------------|--------|------------------|----------------|----------------|-------------|-----------------|
|---------------------------------------------------------------------------------|--------|------------------|----------------|----------------|-------------|-----------------|

|          | ·····                   |                |                |                |                |
|----------|-------------------------|----------------|----------------|----------------|----------------|
|          |                         | July 1, 2019 - | July 1, 2020 - | July 1, 2021 - | July 1, 2022 - |
|          | -<br>-                  | June 30, 2020  | June 30, 2021  | June 30, 2022  | July 31, 2022  |
| 1.2.8.1. | Rental Assistance       | \$221,592      | \$589,226      | \$685,671      | \$53,047       |
| 1.2.8.2. | Supportive Services     | \$45,000       | \$41,538       | \$45,000       | \$3,462        |
| 1.2.8.3. | Administrative Services | \$6,638        | \$21,614       | \$23,415       | \$1,801        |
| 1.2.8.4  | Operations              | \$0            | \$0            | \$0            | \$0            |
| 1.2.8.5. | Total Program Amount    | \$273,230      | \$652,378      | \$754,086      | \$58,310       |

A-S-1.0

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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 upon the date of Governor and Executive Council approval, whichever is later.

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

6/10/2021

Date

|   | -Docusigned by:       |
|---|-----------------------|
| l | Christine Santaniello |

Chiffstille Santaniello Name: Director Title:

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

|        | Doci   | uSigned by: |   |      |  |
|--------|--------|-------------|---|------|--|
|        |        | Topo        |   |      |  |
| Name:  | 'সাম্ব | Торо        | _ | <br> |  |
| Title: | ceo    | •           |   |      |  |

6/10/2021

Date

۰.

SS-2020-BHS-04-PERMA-04-A03 The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management Page 2 of 3

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

OFFICE OF THE ATTORNEY GENERAL

6/11/2021

Date

tnos Name:

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

:



#### STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Caristine L. Santasiello Director 129 PLEASANT STREET, CONCORD, NH 03301 603-271-9474 1-800-852-3345 Ext 9474 Fax: 603-271-4230 TUD Access: 1-800-735-2964 www.dbbs.ph.gov

November 18, 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 an existing Retroactive, Sole Source contract with The Mental Health Center for Southern New Hampshire, d/o/a CLM Center for Life Management (VC#174116-R001), Derry, NH for the ongoing provision of Permanent Housing and Supportive Services to individuals and familles who are experiencing homelessness through the Federal Continuum of Care Program, by exercising a renewal option by increasing the price limitation by \$403,069 from \$576,904 to \$979,973 and by extending the completion date from June 30, 2021 to July 31, 2021, effective retroactive to August 1, 2020, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 19, 2019, item #48 and most recently amended with Governor and Council approval on May 6, 2020, item #37.

Funds are available in the following account for State Fiscal Years 2021 and 2022, 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 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title               | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|---------------------------|---------------|-------------------|------------------------------------|-------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$273,230         | \$0                                | \$273,230         |
| 2021                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$303,674         | \$348,704                          | \$652,378         |
| 2022                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$0               | \$54,365                           | \$54,365          |
|                         |                    |                           | Total         | \$576,904         | \$403,069                          | \$979,973         |

## EXPLANATION

This request is **Retroactive** because the Department is required to align the contract effective date and completion date with the start and end date of the new consolidation grant, as

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

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

determined by the U.S. Department of Housing and Urban Development (HUD). 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.

The purpose of this request is to consolidate multiple Permanent Housing Programs, under one contract, to continue to provide rental assistance, service access and supportive services to individuals, and families who are experiencing homelessness.

The program facilitates the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency. Approximately fifty-two (52) households experiencing homelessness with a focus on families, those experiencing chronic homelessness, mental illness, or developmental disabilities in Western Rockingham county and Coos county will be served from July 1, 2020 to July 31, 2021.

Using the Housing First model and the development of Stabilization and Crisis Management plans, the vendor will facilitate the movement of each participant into austained permanent housing while providing connections to community and mainstream services to maximize each participant's ability to live more independently.

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal., of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) month of the remaining one (1) year available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuats and families who are vulnerable in unsafe and potentially deadly situations. Additionally, if data is not collected as required by the contract, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for homeless and permanent housing supportive services.

Area served: Western Rockingham county and Coos county

Source of Funds: CFDA #14.267, FAIN #NH0014L1T001912

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

Respectfully submitted,

Veavuta

Lori A. Shibinette Commissioner

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New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



## State of New Hampshire Department of Health and Human Services Amendment #2 to the Continuum of Care, CLM Supportive Housing Contract

This 2nd Amendment to the Continuum of Care, CLM Supportive Housing Contract, (formerly known as the Continuum of Care, Permanent Housing I 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 The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Tsienneto Rd, Derry, NH, 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37) 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 Standard Contract Language, Section 2., Renewal, 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, 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 1.7, Completion Date, to read:

July 31, 2021.

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

\$979,973.

- Remove all references to "Permanent Housing I" and replace with "CLM Supportive Housing" throughout the Agreement.
- 4. Modify Exhibit A, Scope of Services by replacing in its entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4. to read:
  - 1.2.4. Grant Numbers:

| 1.2.4.1. | NH0014L1T001811 (SFY 2020; July 1, 2019 - June 30, 2020) |
|----------|----------------------------------------------------------|
| 1.2.4.2  | NH0014L1T001912 (SFY 2021; July 1, 2020 - June 30, 2021) |
| 1.2.4.3. | NH0014L1T001912 (SFY 2022; July 1, 2021 - July 31, 2021) |

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., to read:

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management SS-2020-BHS-04-PERMA-04-A02 Amendment #2

Contractor Initials

Page 1 of 4

10/26/2020 Date DocuSign Envelope ID: 9E11B1E1-28D6-4C22-8DFE-61613784F5EC



## New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing

1.2.7. Total Amount Continuum of Care;

1.2.7.1. Not to exceed: \$979,973

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.8, to read:

1.2.8. Funds allocation under this agreement for the Continuum of Care Program:

|          |                          | July 1, 2019 -<br>June 30, 2020 | July 1, 2020 -<br>June 30, 2021 | July 1, 2021 -<br>July 31, 2021 |  |
|----------|--------------------------|---------------------------------|---------------------------------|---------------------------------|--|
| 1.2.8.1. | Rental Assistance:       | \$221,592                       | \$589,226                       | \$49,102                        |  |
| 1.2.8.2. | Supportive Services:     | \$39,600                        | \$41,538                        | \$3462                          |  |
| 1.2.8.3. | Administrative Services: | \$6,638                         | \$21,614                        | \$1801                          |  |
| 1.2.8.4. | Operations:              | \$0                             | <b>\$</b> 0                     | \$0                             |  |
| 1.2.8.5. | Total Program Amount:    | \$273,230                       | \$652,378                       | \$54,365                        |  |

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management SS-2020-BHS-04-PERMA-04-A02 Amendment #2

Contractor Initials

Date \_\_\_\_\_

Page 2 of 4

DocuSign Envelope ID: 9E11B1E1-28D6-4C22-8DFE-616137B4F5EC

New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively to August 1, 2020, 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

10/27/2020

Date

| Christine | Santaniell |
|-----------|------------|

Name: Christine Santaniello Title: Director

The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management

Vic Topo

Name:Vic Topo

Title: president/CEO

10/26/2020

Date

The Mental Health Center for Southern New Hampshire SS-2020-BHS-04-PERMA-04-A02

Amendment #2

DocuSign Envelope ID: 9E1181E1-28D6-4C22-8DFE-61613784F5EC

## New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



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

## OFFICE OF THE ATTORNEY GENERAL

11/12/2020

Date

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:

The Mental Health Center for Southern New Hampshire SS-2020-BHS-04-PERMA-04-A02 Amendment #2

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New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



# Exhibit A – Amendment #2

## SCOPE OF SERVICES

## Permanent Supportive Housing Program

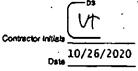
## 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

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

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports (BHS), has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

The Manual Health Center for Southern Now Hampshire d/b/a CLNI Center for Life Management SS-2020-BHS-04-PERMA-04-A02 Exhibit A - Amendment #2



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New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



Exhibit A – Amendment #2

1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

#### 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Supportive Housing Program that is targeted to serve fifty-two (52) households experiencing homelessness with a focus on families, those experiencing chronic homelessness, mental illness, or developmental disabilities in Western Rockingham county and Coos county, and which includes, but is not limited to:
  - 2.2.1. The utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records</u>: The Contractor shall maintain the following documentation related to establishing and operating a CoC:
  - 2.3.1.1. <u>Records of Homeless Status.</u> The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
  - 2.3.1.2. <u>Records of at Risk of Homelessness Status:</u> The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
  - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
    - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.
    - 2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party such as a

| The Mental Health Center for Southern New Hampshire |
|-----------------------------------------------------|
| d/b/s CUM Center for Life Management                |
| SS-2020-8HS-04-PERMA-04-A02                         |

Exhibit A - Amendment #2 Page 2 of 5

| Contractor Initials |            |
|---------------------|------------|
| Cato                | 10/26/2020 |

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New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



## Exhibit A – Amendment #2

friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

- 2.3.1.4. <u>Records of Annual Income</u>. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:
  - 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
  - 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
  - 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
  - 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. <u>Program Participant Records</u>. In addition to evidence of homelessness status or at-risk-ofhomelessness status, as applicable, the Contractor must keep records for each program participant that document:
  - 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
  - 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. <u>Housing Standards.</u> The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. <u>Services Provided.</u> The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 2.4. The Contractor shall maintain records that document compliance with:
  - 2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c).
- 2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.9\$(\$),-

| The Mental Health Center for Southern New Hampshire | Exhibit A,-Amendment #2 | Contractor Initials |
|-----------------------------------------------------|-------------------------|---------------------|
| d/b/e CLAI Conter for Life Management               |                         | 10/26/2020          |
| SS-2020-BHS-04-PERMA-04-AO2                         | Page 3 of 5             | Date                |

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New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



#### Exhibit A - Amendment #2

## 2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).

- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
  - 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
  - 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
  - 2.6.3. <u>Affirmatively Furthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
  - 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
  - 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.
  - 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. <u>Confidentiality.</u> In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
  - 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations;
  - 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
  - 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Retention.</u> The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

#### 3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
- 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

Contractor Initia

Date

10/26/2020

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management SS-2020-BHS-04-PERMA-04-A02 Exhibit A - Amendment #2

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New Hampshire Department of Health and Human Services Continuum of Care, CLM Supportive Housing



#### Exhibit A – Amendment #2

3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

### 4. Contract Administration

- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

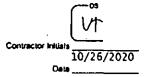
## 5. <u>Performance Measures</u>

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, #SF-424; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

#### 6. **Deliverables**

- 6.1. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section 2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
  - 6.2.1. Project outcomes shall include, but are not limited to:
    - 6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.
    - 6.2.1.2. Participants experience increased connections to:
      - 6.2.1.2.1. Mainstream benefit resources; employment and/or vocational rehab-referrals;
      - 6.2.1.2.2. Mental health and/or substance abuse service access and referrals; and
      - 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

The Mental Health Center for Southern New Hampshire d/b/s CLAI Center for Life Management SS-2020-BHS-04-PERMA-04-A02 Exhibit A – Amendment #2 Page 5 of 5





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## STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

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

Christiae L. Santaalello Director

April 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46, 100% Federal Funds.

| Vendor Name                                                                               | Vendor<br>Code  | Area Served          | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount |
|-------------------------------------------------------------------------------------------|-----------------|----------------------|-------------------|------------------------|-------------------|
| Community<br>Action<br>Partnership<br>Strafford<br>County,<br>Dover, NH                   | 177200-<br>8004 | Statewide            | \$38,524          | \$38,524               | \$77,048          |
| Community<br>Action<br>Program<br>Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | 177203-<br>B003 | Statewide            | \$86,722          | \$86,722               | <b>\$</b> 173,444 |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | <sup>-</sup> Concord | \$99,046          | \$101,469              | \$200,515         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord              | \$68,585          | \$68,585               | \$137,170         |

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

## His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

| The Lakes<br>Region Mental<br>Health Center,<br>Inc.,<br>Laconia, NH         | 154480-<br>B001 | Laconia                                      | \$99,835    | \$102,211   | \$202,046   |
|------------------------------------------------------------------------------|-----------------|----------------------------------------------|-------------|-------------|-------------|
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$85,230    | \$87,728    | \$172,958   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Statewide                                    | \$86,552    | \$85,552    | \$173,104   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$281,824   | \$288,544   | \$570,368   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$267,435   | \$273,459   | \$540,894   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$273,230   | \$303,674   | \$576,904   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009 | Statewide                                    | \$130,822   | \$130,822   | \$261,644   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>8009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959    | \$89,679    | \$178,638   |
|                                                                              |                 | Total:                                       | \$1,606,764 | \$1,657,969 | \$3,264,733 |

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His Excellency, Governor Christopher T. Summu and the Honorable Council Page 3 of 4

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Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title               | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|---------------------------|---------------|-------------------|------------------------------------|-------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$1,606,764       | \$0                                | \$1,606,764       |
| 2021                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$0               | \$1,657,696                        | \$1,657,696       |
| •                       |                    |                           | Total         | \$1,605,764       | \$1,657,969                        | \$3,264,733       |

#### EXPLANATION

This request is Sole Source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System: unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

## Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted

Lori A. Shibinette Commissioner



## New Hampshire Department of Health and Human Services Continuum of Care Program, Permanent Housing I

#### State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care Program, Permanent Housing I

This 1<sup>st</sup> Amendment to the Continuum of Care Program, Permanent Housing I contract (hereinafter referred to as "Amendment #1") 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 Mental Health Center for Southern New Hampshire, d/b/e CLM Center for Life Management (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 10 Talennelo Rd, Deny, NH, 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1. Revisions to Standard Contract Language, Section 2., Renewal., the Contract may be amended and extended 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, increase the price limitation, or 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 harein, the parties hereto agree to amand as follows:

- 1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
  - June 30, 2021.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$576 904.
- 3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.4. to read:
  - 1.2.4. Grant Numbers:

1.2.4.1. NH0014L1T001811 (Grant Year 1)

- 1.2.4.2 NH0014L1T001912 (Grant Year 2)
- Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1 to read:

1.2.7.1 Not to exceed \$576,904

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Housing Program, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          |                         | <u>Grant Year 1</u> | Grant Year 2 |
|----------|-------------------------|---------------------|--------------|
| 1.2.8.1. | Rental Assistance       | \$221,592           | \$252,036    |
| 1.2.8.2. | Supportive Services     | \$39,600            | \$45,000     |
| 1.2.8.3. | Administrative Expenses | <u>56,638</u>       | \$6,638      |
| 1.2.8.4. | Total Program Amount    | \$273,230           | \$303,674    |
| 1.2.8.5. | Vendor Match (25%)      | \$69,967            | \$77,577.75  |

The Mental Haath Center for Southern New Hampshire SS-2020-BHS-04-PERMA-04-A01

Amendment#1 Page 1 of 3

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New Hampshire Department of Health and Human Services Continuum of Care Program, Permanent Housing 1

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This emendment 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

Name: San

Title: Director DEHS

The Mental Health Center for Southern New Hampshire

Titia:

Name:

The Mentel Health Center for Southern New Hampshire SS-2020-BHS-04-PERMA-04-A01

Amendment #1 Page 2 of 3



## New Hampshire Department of Health and Human Services\_ Continuum of Care Program, Permanent Housing I

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

#### OFFICE OF THE ATTORNEY GENERAL

Date

Name: المقلالة

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:

The Mental Health Center for Southern Now Hampshire SS-2020-BHS-04-PERMA-04-A01

Amondment #1 Poge 3 of 3



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STATE OF NEW HAMPSHIRE

# DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers Commissioner

Christoe L. Saetaalelle Director 129 PLEASANT STREET, CONCORD, NH. 03301 603-271-9474 1-800-852-3345 Ext. 9474 ::603-271-4230 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

May 28, 2019

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

## REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing. Stability, to enter into sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020, 100% Federal Funds.

| Vendor Name                                                                                     | Project Name                                         | Vendor#     | Location                           | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------|------------------------------------|--------------------|
| Community Action<br>Partnership Strafford County                                                | Coordinated Entry                                    | 177200-B004 | Statewide                          | \$38,524           |
| Community Action Program<br>Belknap-Merrimack Counties,<br>Inc.                                 | Coordinated Entry                                    | 177203-B003 | Statewide                          | \$85,722           |
| FIT/NHNH, Inc.                                                                                  | Concord Community<br>Leasing II Permanent<br>Housing | 157730-B001 | Concord                            | \$99,046           |
| FIT/NHNH, Inc.                                                                                  | Concord Permanent<br>Housing                         | 157730-B001 | Concord                            | \$68,585           |
| The Lakes Region Mental<br>Health Center, Inc.                                                  | McGreth Street<br>Permanent Housing                  | 154480-8001 | Lасоліа                            | \$99,835           |
| Southwestern Community<br>Services, Inc.                                                        | Permanent Housing<br>Cheshire County                 | 177511-R001 | Cheshire &<br>Súllivan<br>Counties | \$85,230           |
| Southwestern Community<br>Services, Inc.                                                        | Coordinated Entry                                    | 177511-R001 | Statewide                          | \$86,552           |
| Southwestern Community<br>Services, Inc.                                                        | Sheller Plus Care<br>Permanent Housing               | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$281,824          |
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Family Housing I<br>Permanent Housing                | 174116-R001 | Western<br>Rockingham<br>County    | \$267,435          |

#### His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 4

| Vendor Name                                                                                     | Project Name                                 | Vendor #                               | Location                                     | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------|----------------------------------------------|--------------------|
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Përmanent Housing I                          | 174116-R001                            | Western<br>Rockingham<br>County              | \$273,230          |
| Tri-County Community Action<br>Program, Inc.                                                    | Coordinated Entry                            | 177195-B009                            | Statewide                                    | \$130,822          |
| Tri-County Community Action<br>Program, Inc.                                                    | Permanent Supportive<br>Housing I, Expansion | 177195-B009                            | Grafton,<br>Coos, and<br>Cerroll<br>Counties | <b>\$</b> 88,959   |
|                                                                                                 |                                              | ······································ | Total:                                       | 1,606,764          |

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years' through the Budget Office 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 PROGRAM

| State Fiscal Year | Class/Account | Class Title                    | Job Number | Аторит      |
|-------------------|---------------|--------------------------------|------------|-------------|
| 2020              | 102-500731    | Contracts for Program Services | TBD        | \$1,606,764 |
| · · · · ·         |               |                                | Total      | \$1,606,764 |

## EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide dativery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to tive more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessnass in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

- A process to engage broad-based, community-wide involvement in addressing hom elessness on a year-round basis.
- An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to, extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests. Permanent Housing and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served Statewide

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

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

lunthern

Commissioner

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

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## Subject: Continuum of Care, Permanent Housing 1, SS-2020-BHS-04-PERMA-04

## FORM NUMBER P-37 (version S/8/LS)

)

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 controct.

| De cies                                                                                                                                                                                                                           | ny identified to the sgency and agree                                                                                                               | a to in writing prior to signing                                     | The contract.                                                                 |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------|------|
| ·                                                                                                                                                                                                                                 | AGR<br>he State of New Hampshire and the C                                                                                                          | EEMENT                                                               |                                                                               |      |
|                                                                                                                                                                                                                                   |                                                                                                                                                     |                                                                      |                                                                               |      |
| I. IDENTIFICATION                                                                                                                                                                                                                 | L · ·                                                                                                                                               |                                                                      | . ·                                                                           |      |
| I. I State Agency Name<br>Department of Health and Human Services                                                                                                                                                                 |                                                                                                                                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301 | ,                                                                             | ]    |
| 1.3 Contractor Name<br>The Mental Health Center f<br>CLM Center for Life Mana                                                                                                                                                     | or Southern New Hampshire doo<br>gemeni                                                                                                             | 1.4 Contractor Address<br>10 Tsienneto Rd<br>Derry, NH 03038         |                                                                               |      |
| 1.5 Contractor Phone<br>Number                                                                                                                                                                                                    | 1.6 Account Number                                                                                                                                  | 1.7 Completion Date                                                  | 1.8 Price Limitation                                                          | 1    |
| (603) 434-1577                                                                                                                                                                                                                    | 05-95-42-423010-7927                                                                                                                                | June 30, 2020                                                        | \$273,230                                                                     | ·    |
| 1.9 Contracting Officer for<br>Nation D. White, Director                                                                                                                                                                          | Sible Agency                                                                                                                                        | 1.10 Sime Адеясу Telepho<br>(603) 271-9631                           | ine Number                                                                    |      |
| 1.11 Contractor Signature                                                                                                                                                                                                         | 1.11 Contractor Signature<br>1.12 Name and Title of Contractor Signatory<br>VIC TOPO, pMiJIDENT/CE.D                                                |                                                                      |                                                                               |      |
| On 5/28/19b<br>proven to be the person who<br>indicated in block 1.12.                                                                                                                                                            | State of NEW Hangh County of 1<br>before the undersigned officer, person<br>ose name is signed in block 1.11, and<br>Public or Jussice of the Peace | ally appeared the person identit                                     | fied in block 1.12, or satisfactorily<br>ed this document in the capacity     |      |
| [Sciel]                                                                                                                                                                                                                           | ali Blay                                                                                                                                            | ( ) (Ser                                                             | OBICHALD, Noterv Public<br>- of tool Heinsteine<br>Jon Espina August 23, 2022 | ].   |
| 1.13.2 Name and Tille off                                                                                                                                                                                                         | 1.13.2 Name and Tille off Holary or Justice of the Peace<br>While Robinaud HE Administrator                                                         |                                                                      |                                                                               |      |
| 1.14 State Agency Stepheture<br>Date: 224119 1.4 Name and Title of State Agency Signatory<br>Date: 224119 (1.16 Approval by thd MH, Department of Administration, Division of Personnel (1.2000/2000/2000/2000/2000/2000/2000/200 |                                                                                                                                                     |                                                                      |                                                                               | Just |
| By:                                                                                                                                                                                                                               |                                                                                                                                                     |                                                                      |                                                                               | ļ    |
| 1.17 Approval by the Alto                                                                                                                                                                                                         | mey General (Form, Substance and E                                                                                                                  |                                                                      | · · · · · · · · · · · · · · · · · · ·                                         | 1    |
| 8y: 1/1 Diesso On: 6/4/2019                                                                                                                                                                                                       |                                                                                                                                                     |                                                                      |                                                                               |      |
| 1.18 Approval by the Gov                                                                                                                                                                                                          | ernor and Executive Council (if appl                                                                                                                | icable)                                                              |                                                                               | ]    |
| By: On:                                                                                                                                                                                                                           |                                                                                                                                                     |                                                                      |                                                                               |      |

Page 1 of 4

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 RECULATIONS/ 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 (4) 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

Page 2 of 4

**Contractor Initials** Date

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;

\$.1.2 failure to submit any report required hereunder; and/or
\$.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 remodies 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, charas, 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 stached EXCHIBIT 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 employees.

13. 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 penaltics 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 assignce 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 \$1,000,000per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of toss 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.

Page 3 of 4

Contractor Initials

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 thiny (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 eacellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

13.1 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").

75.2 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 assignce 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 as 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.  $\rightarrow$ 

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

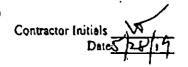
21. BEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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 decined an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Page 4 of 4





## SCOPE OF SERVICES

Permanent Housing Program

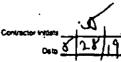
1. Provisions Applicable to All Services

1.1. The Contractor shall submit a datailed description of the language assistance services they will provided 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; submitted to:

NK DHHS Bureau of Housing Supports (BHS) 129 Pleasant Street Concord, NH 03301

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure regularements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0, et.seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b). US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptrollar General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.6. The Contractor shall maintain adherance to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and nerrative, and amandments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

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1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of homelass and chronically homelass individuals and families to permanent housing and maximum self-sufficiency.

Exhibit A

## 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC Interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Housing program serving approximately twenty (20) homeless individuals experiencing mental health and or substance abuse Issues to reside in scattered site apartments within Western Rockingham County, NH., and which includes, but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to tive in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain aufficient records to enable HUD and BHS to detarmine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records</u>: The Contractor shall maintain the following documentation related to establishing and operating a CoC:
  - 2.3.1.1. <u>Records. of Hompless. Status</u>, The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
  - 2.3.1.2. <u>Records of et Risk of Homelessness Status</u>: The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
  - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to Imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
  - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a latter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

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2.3.1.3.2 The reasonable belief of imminent threat of further domestic violance, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violance. This may be written observation by the housing or service provider; a latter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence, including emails, volcemails, text messages, and social media posts; or a written cartification by the program participant to whom the violence occurred or the head of household.

Exhibit A

- 2.3.1.4. <u>Records of Annual Income</u>. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income;
  - 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
  - 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public banefits statement, bank statement) for the assets hald by the program participant and income received before the date of the evaluation;
  - 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., amployer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
  - 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. <u>Program Participant Records</u>. In addition to evidence of homelessness status or at-nisk-olhomelessness status, as applicable, the Contractor must keep records for each program participant that document:
  - 2.3.1.5.1. The services and essistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
- 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. <u>Housing Standards.</u> The Contractor must ratain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. <u>Services Provided</u>. The Contractor must document the types of supportive services provided under the Contractor's program and the amounts' spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

2.4. The Contractor shall maintein records that document compliance with:

| 2.4.1. The Organiz                       | ational conflict-of-Interest requirements in 24 C | FR 578.95(c).  |
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|                                          |                                                   |                |



2.4.2. The Continuum of Care Board conflict-of-Interest requirements in 24 CFR 578.95(b).

- 2.4.3. The Other Conflicte requirements In 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, Including records supporting any exceptions to the personal conflict-of-interest prohibitions.

Exhibit A

- 2.6. The Contractor shall comply and retain documentation of compliance with:
- 2:6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
- 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
- 2.6.3. <u>Affirmatively Furthering Feir Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR . 578.93(c).
- 2.6:4. Other Federal Requirements In 24 CFR 578.99, as applicable.
- 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.
- 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the <u>Procurement Requirements</u> in 24 CFR 85.36 and 24 CFR part 84.
- Confidentiality, in addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
- 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations:
- 2.7.2. The address or location of any family violance project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
- 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preaxisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Ratention</u>. The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are ratained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

#### 3. Program Reporting Regulaements

- 3.1. The Contractor shall submit the following reports:
  - 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

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3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

## 4. Contract Administration

4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

Exhibit A

4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

## 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, federal fiscal year 2018, #SF-424; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578; Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.
- 8. Doliverables.
  - 8.1. The Contractor shall Implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program Interim rule; 24 CFR Part 578 and as amended.
  - 6.2. The Contractor shall provide a Permanent Supportive Housing program as outlined in Section 2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
    - 6.2.1. Project outcomes shall include, but are not limited to:
      - 6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.

6.2.1.2. Participants experience increased connections to:

6.2.1.2.1. Mainstream benefit resources: employment and/or-vocational rehab referrals;

6.2.1.2.2. Mental health and/or substance abuse service access and referrals; and

- 6.2.1.2.3. Service Coordination Partners for educational, vocational, employment and health needs.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

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#### Exhibit B

## METHOD AND CONDITIONS PRECEDENT TO PAYMENT

## 1. Permanent Housing Program Funding

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A; Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement is funded by the New Hampshire General Fund and/or by federal funds made evaluable under the Catalog of Federal Domestic Assistance (CFDA), as follows:

| 1.2,1. | NH General Fund: | 0%                                                   |
|--------|------------------|------------------------------------------------------|
| 1.2.2. | Federal Funds:   | 100%                                                 |
| 1.2.3. | CFDA #:          | 14.267                                               |
| 1.2.4. | Grant Number: ** | NH0014L1T001811                                      |
| 1.2.5. | Federal Agency:  | U.S. Department of Housing & Urban Development (HUD) |
| 1.2.6. | Program Title:   | Continuum of Care, Permanent Supportive Housing      |

- 1.2.7. Total Amount Continuum of Care;
  - 1.2.7.1. not to exceed \$273,230

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| 1.2.8.1.              | Rente | al Assistance:       | \$221,592        |          |
|-----------------------|-------|----------------------|------------------|----------|
| 1.2.8.2. <sup>.</sup> | Supp  | ortive Services:     | <b>\$</b> 45,000 |          |
| 1.2.8                 | 3.2.1 | Mental Health Servic | :05              | \$39,600 |
| 1.2.8                 | 3.2.2 | Outreach             |                  | \$5,400  |
| 1.2.8.3.              | Admi  | nistrative Expenses: | <u>\$6,638</u>   |          |
| 1.2.8.4.              | Totel | program amount:      | \$273,230        |          |
| 1.2.8.5.              | Vend  | or Match (25%)       |                  |          |

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

## 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordancewith 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

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Extribits Page 1 of 10

\$69,967



Exhibit 8

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

- 2.2. 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.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

## 3. Project Coste: 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components; permanent housing; transitional housing; supportive services only; HMIS; and, In some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

#### 3.3. Match Funds;

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- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request:
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

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| BH3-04-PERMA-04 | Page 2 of 10 |      |



Exhibit B

- 3.4. Payment of Project Costs:
  - 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.
  - 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit 8. The Contractor must have written approval from the State prior to billing for any other expenses.
    - 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
  - 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.
  - 3.4.5. Schedule of Payments:
    - 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
    - 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit 8., all invoices may be assigned an electronic signature and emailed to:

#### housingsupportsinvaices@dhhs.nh.qov

3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.

#### 3.5. Review of the State Disellowance of Costs:

- 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs Incurred by the Contractor and all payments made to date.
- 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
- 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recepture.
- 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with

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Exhibit B

any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data antry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

## 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years; may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

## 5. Expense Eligibility

5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit 8 from the HUD Continuum of Care Program, for contract services.

## 5.2. Operating Expenses:

5.2.1. Eligible operating expenses include:

- 5.2.1.1. Maintenance and repair of housing;
- 5.2.1.2. Property taxes and insurance (including property and car);
- 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
- 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
- 5.2.1.5. Utilities, including electricity, gas and water; and
- 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

#### 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);

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## Exhibit B 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company; 5.3.2.3. Case management. The costs of essessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs; 5.3.2.4. Child Care. The costs of establishing and operating child care, and providing childcare vouchers, for children from families experiencing hometessness, including providing meals and enacks, and comprehensive and coordinated developmental activities are eligible; 5.3.2.5. Education Services. The costs of improving knowledge and basic educational skills are eligible; 5.3.2.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing emptoyment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost; 5.3.2.7. Food. The cost of providing meals or groceries to program participants is eligible; 5.3.2.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible; 5.3.2.9. Legal services. Eligible costs are the faes charged by licensed attorneys and by person(s) under the supervision of licensed attomeys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing; 5.3.2.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training; 5.3.2.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems; -5.3.2.12. Outpatient health services. Eligible costs are the direct outpatient treatment of madical conditions when provided by licensed medical professionals; 5.3.2.13. Outreach Services. The costs of activities to engage persons for the purpose of providing Immediate support and intervention, as well as identifying potential

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program participants, are eligible;



| 5.3.2.14. | Substance abuse treatment services. The costs of program participant Intake and assessment, outpatient treatment, group and individual counsailing, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible;                                                               |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3.2.15. | Transportation Services are described in 24CFR 578(e) (15);                                                                                                                                                                                                                                                                             |
| 5.3.2.16. | Utility Deposits. This form of assistance consists of paying for utility deposits.<br>Utility deposits must be one-time, paid to utility companies;                                                                                                                                                                                     |
| 5.3.2.17. | Direct provision of services. If the service described in 24CFR 578.53(e) (1) - (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);                                                                                               |
| 5.3.2.18. | Ineligible costs. Any cost not described as eligible costs under this section is not<br>an eligible cost of providing supportive services using Continuum of Care program<br>funds. Staff training and costs of obtaining professional licensure or certifications<br>needed to provide supportive services are not eligible costs; and |

5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

## 5.4. Rentel Assistance

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintanance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. <u>For Leasing funds only</u>. Property damages may be paid only from funds paid to the landlord from security deposits.

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Exhibit B

- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51,
  - 5.4.9.1 Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for their remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rantal assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

## 5.5. Administrative Costs;

- 5.5.1. Eligible administrative costs Include:
  - 5.5.1.1. The Contractor may use funding ewarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities alighte under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
  - 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
    - 5.5.1.2.1. Selaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
      - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, Involve program administration assignments, or the pro rate share of the salary.

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Exhibit B wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following: 5.5.1.2.1.1.1 Preparing program budgets and schedules, and amendments to those budgets and schedules; 5.5.1.2.1.1.2. Developing systems for assuring compliance msrooro requirementa: 5.5.1.2.1.1.3. Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities; Monitoring program activities for progress and compliance with 5.5.1.2.1.1.4. program requirements; 5.5.1.2.1.1.5. Preparing reports and other documents related to the program for submission to HUD: 5.5.1.2.1.1.6. Coordinating the solution of audit and monitoring findings; Preparing reports and other documents directly related to the program 5.5.1.2.1.1.7. submission to HUD; 5.5.1.2.1.1.8. Evaluating program results against stated objectives: 5.5.1.2.1.1.9. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B. 5.5.1.2.1.1.10. Travel costs incurred for official business in carrying out the program; 5.5.1.2.1.1.11. Administrative services performed under third-party contracts or agreements, including such services as general legal services, accounting services, and audit services: 5.5.1.2.1.1.12. Other costs for goods and services required for administration of the program, including such goods and services as rentation purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space; , 5.5.1.2.1.1.13. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and 5.5.1.2.1.1.14. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.

## 5.6. Leasing:

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease unlis or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members

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of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

- 5.6.1. Requirements:
  - 5.6.1.1. Leasing structures. When grants are used to pay rant for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rant paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
  - 5.6.1.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
  - 5.6:1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
  - 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an emount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
  - 5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
  - 5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
  - 5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
  - 5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8)
  - 5.6.1.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rant reasonableness must be kept on file by the Contractor.
  - 5.6.1.10. The portion of rent paid with grent funds may not exceed HUD-determined feir market rents.
  - 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
  - 5.6.1.12. Property damages may only be paid from money paid to the landlard for security deposits.
  - 5.6.1.13. The Contractor cannot lease a building that It already owns to itself.
  - 5.6.1.14. Housing must be in compliance with all State and local housing codes, licenaing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other

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Exhibit B\_

requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water): however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weakly or bi-weakly timesheets.

## 8. 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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Now Hampshire Department of Health and Human Services Exhibit C



#### 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 eloresaid covenants, the Contractor hereby covenants and agrees as follows:

- Compliance with Federal and State Laws: If the Contractor is parmitted to determine the eligibility of individuals such aligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 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. Foir 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 II 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 II 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.
- 8. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or inany 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 harein 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 bird party funders, the Department may alect 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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Exhibit C - Special Provisions

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Now Hempshire 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 relention of records established herein.

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

- Maintenance of Records: In addition to the eligibility records specified abave, the Contractor covenants and agrees to maintain the following records during the Contract Pariod:
  - 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.
  - B.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall relain medical records on each patient/recipiant of services.
- 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 Circutar 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 egreed 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 hareunder or collected in connection with the performance of the services and the Contract shall be confidential and shallnot 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 noi 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 attamey or guardian.

Exhibit C - Special Provisions

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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.

- Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Intarim Financial Reports: Written interim financial reports containing a datailed description of all costs and non-allowable expenses incurred by the Contractor to the data 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 and 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 es, 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 II, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contract 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.
- 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 thefollowing 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 OKHS 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 taws, 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 services at such facility. If any governmental license or permit shall be required for the operation of the services at such facility or the performance of the 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, and will at all times contractions, the Contractor hereby covariants 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;
- 18. 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

Exhibit C - Special Provisions

Contractor Initiats

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New Hampshire Department of Health and Human Services Exhibit C



more employees, it will maintain a current EEOP on file and submit on EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving tess 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/cart.pdf.

17. Limited English Proficiency (LEP): As clarified by Executive Order 13168, 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 1988 and Title Vi of the Civit Rights Act of 1984, Contractors must take reasonable steps to ensure that LEP persons have meaningfut access to its programs.

 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 pilol 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 whistlablower 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 convanience, 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

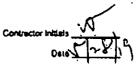


Exhibit C - Special Provisions Page 4 of 5



#### New Hampshire Department of Health and Human Services Exhibit C

 Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 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.

#### 20. Contract Definitions:

- 20.1. 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 federat laws, regulations, rules and orders.
- 20.2. · DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 end/or goods to be provided 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.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity datermined by the Department and specified in Exhibit B of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or slate 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing lederal funds available for these services.

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Exhibit C - Special Provisiona

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New Nampshire Department of Health and Human Services Exhibit C-1



#### **REVISIONS TO STANDARD CONTRACT LANGUAGE**

- Rovisions to Form P-37, General Provisions
  - 1.1. Section 4, 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 Stata 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 funds 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 services under this Agreement must be 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 have the right to 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.

#### 1.2. Section 10, 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.

#### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, confingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revision-VExceptions to Standard Contract Language. Contractor Initiate

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#### New Hampshire Department of Health and Human Services Exhibit D

## CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

The Vendor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplece Act of 1988 (Pub. L. 100-690, Title V, Subitle 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 5151.5180 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subitile D, 41 U.S.C. 701 et eq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21591), and require certification by grantees (and by inference, sub-grantees and subcontractors), prior to eward, 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) into a 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 generatine set out below is a material representation of fact upon which reliance is placed when the agency gwards the grant. False certification of the certification shall be grounds for suspension of paymenta, 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
    - workctace 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 desistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - Making it is requirement that each employee to be angaged 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 (e) 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 beancy in writting, within ten calendar days efter receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employee of convicted employees must provide notice, including position tab, to every grant officer on whose grant activity the convicted employee was working, unless the Federal egency.

Exhibit D - Certilication regarding Drug Free Workplace Requirements Page 1 of 2



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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;

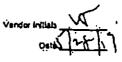
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including terminiation, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to periodeate 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 fatth affort to continue to maintain a drug-free workplace through implementation of parggraphs 1.1.1.2, 1.3, 1.4, 1.5, and 1.8.
- 2. The grantee may insert in the space provided below the stie(s) for the performance of work done in cannection with the specific grant.

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

Check II If there are workplaces on file that are not identified here."

Vendor Name: Namie: Titta *ε* 0

Exhibit D - Centification regarding Drug Free Workplace Regulariments Page 2 of 2



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#### New Hampshire Department of Health and Human Services Exhibit E



## CERTIFICATION REGARDING LOBBYING

The Vendor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as Identified in Sections 1.11 and 1.12 of the General Provisions executs 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 "Medicald Program under Title XIX "Community Services Block Grant under Title VI "Child Gare Development Block Grant under Title IV

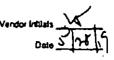
The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behall 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, amandment, 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 of 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-grames or subcontractor), the undersigned shall complete and submit Standard Form LLL, (Oisclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-L).
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans; and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name Nomia

Exhibit E - Certification Regarding Lobbying



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New Hampshire Department of Health and Human Services Exhibit F



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vender 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

- 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 printary participant to furnish a certification or en 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 datermined 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 et any time the prospective primary participant learns that its cartification 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," "particip," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, here 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 egrees 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 gebarred, 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 if will include the clause titled "Certification Regarding Debarment, Suspension, Inaligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by OHHS, 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 lier covered transaction that it is not depended, suspended, inaligible, 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

Exhibit F - Certilication Regarding Determent, Suspension And Other Responsibility Matters Page 1 of 2 Vendor Initiab

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#### New Hempshire Department of Health and Human Services Exhibit F

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a participant in a suspended, debarred, insligible, or voluntarity 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

 The prospective primary participant certifies to the bast of its knowledge and belief, that it and its principals;

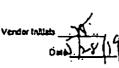
- 11.1. are not presently debarred, suspended, proposed for debarment; declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered egainst them for commission of freud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Faderal, State or local) transaction or a contract under a public transaction; violation of Federal or State anthrust statisted or commission of embezzlement, theft, forgery, bribery, falstication 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.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall stach 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 Pert 76, certifies to the best of its knowledge and balled that it and its principals.
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared insligible, 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 perticipant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

Exhibit F - Certification Regarding Debarment, Subpension And Other Responsibility Matters Pege 2 of 2



00000010713

#### New Hampshire Department of Health and Human Services Exhibit G



## <u>CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO</u> <u>FEDERAL NONDISCRIMINATION; EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND</u> <u>WHISTLEBLOWER PROTECTIONS</u>

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

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

- the Ornhous Crime Control and Safa Streets Act of 1958 (42 U.S.C. Section 3789d) which prohibits recipients of federal tubding 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;

r 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. Recipionts of lederal 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 CMI 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 of 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, 1885-86), 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 taws 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 (Rub. 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.

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|       | Certituden al Complexes with requirements pintering to freed intercharter, Equit Treatment of Fath-Di-<br>and WithDittory protections | Vendor Linivalo VA        |
| 7.W14 | Peĝo 1 al 2                                                                                                                           | 0ma -111                  |

#### New Hampshire Department of Health and Human Services Exhibit G



In the event a Federal of 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 Ombudsmán.

The Vandor 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:

PRISIC

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

Vendor Name: Name: Titio:

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É son á Vendor Initiata eztru: . Apr. 107 v1 e Page 2 of 2

Now Hampshire Department of Health and Human Services Exhibit H



## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1894 (Acl), 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 fibrary 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 Medicald 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 Vehdor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractors representative as identified in Section 1,11 and 1,12 of the General Provisions, to execute the following certification:

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

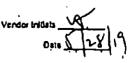
Date

Vendor Name:

Namie: V , ⊂ NAS PRENT 7/280

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EinbR H - Certification Regarding Environmental Tobacco Smoke Pasa 1 of 1





#### New Hampshire Department of Health and Human Services

#### Exhibit I

## HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 180 and 164 applicable to business associates. As defined herein, "Business Associate" shell mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protocted health Information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

## (1 <u>Pefinitione</u>.

- <u>Breach</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160,103 of Title 45, Code of Federal Regulations.
- c. <u>Covered Entity</u> has the meaning given such term in section 160,103 of Title 45. Code of Federal Regulations.
- d. \*<u>Designated Record Set</u>" shall have the same meaning as the term \*designated record set" in 45 CFR Section 164,501.
- . "<u>Data Appregation</u>" shall have the same meaning as the term "data appregation" in 45 CFR Section 164.501.
- \*<u>Health Care Operations</u>\* shall have the same meaning as the term "health care operations" in 45 CFR Section 184.501.
- g. <u>"HITECH Act</u>" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- "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.
- "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. "<u>Privacy Rule</u>" 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. "<u>Protected Health Information</u>" shell 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.

3/2014

Exhibit I Health Insurance Portability Act Builiness Associate Agreement Page 1 of 6

#### New Hampshire Department of Health and Human Services



Exhibit

- <u>Required by Law</u> 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 désignee.
- 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.
- <u>Unsecured Protected Health Information</u><sup>\*</sup> 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. <u>Other Definitions</u> 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:

· 11.

- For the proper management and administration of the Business Associate;
  - As required by law, pursuant to the terms set forth in paragraph d, below; or
- III. For data aggrégation 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 PH) 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

Vendor Initials 🖄

3/2014

Exhibit I Health Insurance Portability Act Buisiness Associaté Agreement Page 2 of 6



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

Exhibit

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above these 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:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been
  - mitigated.

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

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Pege 3 of 6

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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, Within ten (10) business days of receiving a written request from Covered Entity, Q. 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 regulrements under 45 CER 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 amandment and incorporate any such amandment to anable Covered Entity to fulfill its obligations under 45 CFR Section 164,528. 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. Within ten (10) business days of receiving a written request from Covered Entity for a j. 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. ×. 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. I. 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 Ectobili Vandor Indian Health Insurance Portability Act Business Associate Agreement Page 4 of 6



Associate mainteins 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.

Exhibiti

- (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 164.508 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.

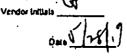
#### (6) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>
- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined harein, 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. <u>Amendment</u>: 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: <u>Data Ownership</u>. 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 Rules

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6





e. <u>Segregation</u>. 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.

Exhibit

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 end Human Services The State Name of the Signature of Authonized Representative n たんか Name of Authorized Representative Name of A thorized Representative 182 ceo rnd. ۵ Title of Authorized Representative Tille of Authorized Representative Dete Date

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Exhibit I Hasibi Insurance Portability Act Business Associate Agreement Page 6 of 6

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# CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

The Federal Funding Accountability and Transperency Act (FFATA) regulars prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after Octoper 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 Compansation 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 sward
- 3. Funding agency
- 4. NAICS code for contracts / CFDA program number for grants
- 5. Program source
- 8. Award title descriptive of the purpose of the funding action
- 7. Location of the entity
- 8. Principie 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 ennual gross revenues are from the Federal government, and those revenues are greater than \$25M ennually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

The Vendor 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 Companiation 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 Cantification:

The below harmed Vendor 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.

Vendor Name: Name: VI eriound/ceo

Exhibit J - Certification Regarding the Federal Funding Accountablesy And Transparency Act (FFATA) Compliance Près 1 pl 2

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#### FORM A

As the Vendor 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: 080573.54
- 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?

NÖ YES

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

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

 Does the public have eccess 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 19857

\_\_\_\_NO

000000010713

\_\_\_\_\_YES

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

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

 The names and companyation of the five most highly companizated officers in your business or organization are as follows:

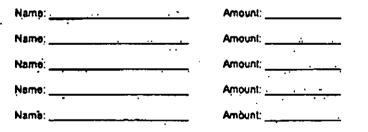


Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

Vendor Initiata



#### **DHHS Information Security Requirements**

#### A. Definitions

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

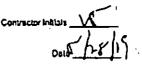
- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable 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.
- "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.
- "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 bahalf 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 (PH), 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.
- "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 e 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 Page 1 of 9





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 unehcrypted 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, blomatric 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, atc.
- \*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.
- \*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.
- 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, unreseable, or Indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### L RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - 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 egents, 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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Exhibit K DHHS Information Security Requirements Pege 2 of 9





#### **DHHS Information Security Regulaements**

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 auch additional restrictions and must not disclose PHI in violation of such additional restrictions and must applied by any additional accurity safeguards.
- The Contractor egrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- The Contractor agrees DHKS 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.

#### I. METHODS OF SECURE TRANSMISSION OF DATA

- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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 Date.
- 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.
- 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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Exhibit K DHHS Information Security Requirements Page 3 of 9

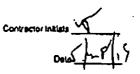


Exhibit K



#### **DHHS Information Security Requirements**

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

- 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-delation cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Date via wireless devices, all data must be ancrypted 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 whetever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- 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.
- 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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Exhibit K DHHS Information Security Réquirements Page 4 of 9

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#### **DHHS Information Security Requirements**

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

 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 unrecovereble via a secure wipe program In accordance with industry-accepted standards for secure deletion and media sanilization, 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 Ilme of the data destruction, and will provide written cartification 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.
- 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.
- 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, elso 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:
  - The Contractor will maintain proper socurity controls to protect Department confidential Information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 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 date (i.e., tape, disk, paper, etc.).

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Èzhibli K OHHS Information Security Requirements Page 5 of 9



#### DHHS Information Security Requirements

- 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.
  - 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 mainteining 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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Exhibit K OHHS information Sacurity Requirements Page 6 of 9

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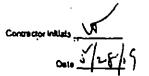
#### **DHHS Information Security Requirements**

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), OHHS 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 ealeguards 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 et https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information retaining to vendors.
- 14. Contractor egrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach Immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Date obtained under this Contract to only those authorized End Users who need such DHHS Date 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 saleguards as referenced in Section IV. A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, thaft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - ensure that laplops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> 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 Date, 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.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

# V. LOSS REPORTING

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

The Contractor must further handle and report Incidents and Breaches Involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 308. 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;
- Determine if personally identifiable information is involved in incidents;
- Report suspected or confirmed incidents as regulated in this Exhibit or P-37;
- Identify and convensible core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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# Exhibit K DHHS Information Security Regulaements

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer.

DHHSInformationSecurityOffice@dhhs.nh.gov

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Exhibit K OHHS Information Security Requirements Page 8 of 9

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# State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), and as amended on June 30, 2021 (Item #47) 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2023

- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$523.288
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)

1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)

1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)

1.2.4.4. NH0096L1T002106 (State Fiscal Year 2023)

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

1.2.7.1. Not to exceed \$523,288.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          |                          | <u>SFY 2020</u> | <u>SFY 2021</u> | SFY 2022        | SFY 2023        |
|----------|--------------------------|-----------------|-----------------|-----------------|-----------------|
| 1.2.8.1. | Leasing Expenses:        | \$ 5,928        | \$ 5,928        | \$ 5,928        | \$ 5,928        |
| 1.2.8.2. | Supportive Services:     | \$121,624       | \$121,624       | \$121,624       | \$121,624       |
| 1.2.8.3. | Administrative Expenses: | <u>\$ 3,270</u> | <u>\$ 3,270</u> | <u>\$ 3,270</u> | <u>\$ 3,270</u> |
| 1.2.8.4. | Total Program Amount:    | \$130,822       | \$130,822       | \$130,822       | \$130,822       |

SS-2020-BHS-05-COORD-04-A03 Tri-County Community Action Program, Inc.

A-S-1.0

Contractor Initials \_\_\_\_\_ Date 6/3/2022 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 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

| • ••     |                                           |
|----------|-------------------------------------------|
| 6/3/2022 | Karen Helert                              |
| Date     | Name: Karen Hebert                        |
|          | Title: Division Director                  |
|          |                                           |
|          | Tri-County Community Action Program, Inc. |
| 6/3/2022 | Jeanne Robillard                          |
| Date     | Name: Jeanne Robillard                    |
|          | Title: <sub>CEO</sub>                     |

SS-2020-BHS-05-COORD-04-A03 Tri-County Community Action Program, Inc.

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

#### OFFICE OF THE ATTORNEY GENERAL

6/6/2022

Date

| Polyn Querrino  |  |
|-----------------|--|
| Name:           |  |
| Title: Attorney |  |

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

## OFFICE OF THE SECRETARY OF STATE

Date

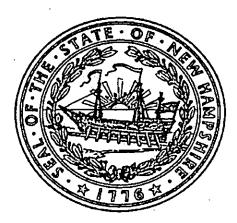
Name: Title:

# State of New Hampshire Department of State

#### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020 Certificate Number: 0005774957



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 10th day of May A.D. 2022.

David M. Scanlan 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)

1.1 am a duly elected Board Chair 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  $\underline{May}$ ,  $20\underline{a1}$ , at which a quorum of the Directors/shareholders were present and voting. (Date)

**VOTED:** That \_Jeanne Robillard, CEO and or Randall Pilotte, CFO\_\_\_\_\_ (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: 501+12020

Signature of Elected Officer Name: Sandy Alorizo Title: Board Chair

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| 110                                                                                                                                  | 0 Eli          | m Street                                    |                                 |                |                            |                                                                                               | ADDR                                | SE: Manch.ce                                   | uts@crossage                          | incy.com                                             | Ano <sup>1</sup>  |          |                                       |
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| A                                                                                                                                    |                | OWNED                                       | SCHEDULED                       |                |                            | PHPK2293461                                                                                   |                                     | 07/01/2021                                     | 07/01/2022                            | BODLY INJURY (Per a                                  |                   |          | -                                     |
|                                                                                                                                      |                | AUTOS ONLY                                  | NON-OWNED                       |                |                            |                                                                                               |                                     |                                                |                                       | PROPERTY DAMAGE                                      |                   |          | ****                                  |
|                                                                                                                                      | _              | AUTOS ONLY                                  | AUTOS ONLY                      |                |                            |                                                                                               |                                     | · .                                            |                                       | (Per eccident)                                       |                   |          |                                       |
| -                                                                                                                                    |                | UMBRELLA LIAB                               |                                 |                |                            | ······································                                                        |                                     |                                                |                                       | EACH OCCURRENCE                                      |                   | . 2,000  | ,000                                  |
| A                                                                                                                                    | X              | EXCESS LIAB                                 | CLAIMS-MADE                     |                |                            | PHUB774416                                                                                    |                                     | 07/01/2021                                     | 07/01/2022                            | AGGREGATE                                            |                   | 2,000    | ,000                                  |
| ۰.                                                                                                                                   |                |                                             |                                 |                |                            |                                                                                               |                                     |                                                |                                       |                                                      |                   |          |                                       |
|                                                                                                                                      |                | KERS COMPENSATION                           |                                 |                |                            |                                                                                               |                                     |                                                |                                       |                                                      | EA                |          |                                       |
|                                                                                                                                      | ANY            | EMPLOYERS' LIABILITY<br>PROPRIETOR/PARTNER/ | EXECUTIVE                       | N/A            |                            | HCHS20220000058 (3a.) NI                                                                      |                                     | 01/01/2022                                     | 01/01/2023                            | EL. EACH ACCIDENT                                    | 3                 | 1,000    | 000                                   |
| B                                                                                                                                    |                | CERMEMBER EXCLUDE<br>datory in NH}          | N [1]                           | A.14           |                            | HOH320220000000 (38.) N                                                                       |                                     | 0110112022                                     | 01101/2023                            | EL. DISEASE - EA EM                                  | PLOYEE 1          | 1,000    | ,000,                                 |
|                                                                                                                                      | lf yes<br>DESC | , describe under<br>CRIPTION OF OPERATION   | NS below                        |                |                            |                                                                                               |                                     |                                                |                                       | EL. DISEASE - POLICY                                 | YLINIT \$         | 1,000    | .000                                  |
|                                                                                                                                      |                |                                             | •                               |                |                            |                                                                                               |                                     |                                                |                                       |                                                      |                   |          |                                       |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |                |                                             |                                 |                |                            |                                                                                               |                                     |                                                |                                       |                                                      |                   |          |                                       |
|                                                                                                                                      |                |                                             |                                 |                |                            |                                                                                               |                                     |                                                |                                       |                                                      |                   |          |                                       |
|                                                                                                                                      |                |                                             |                                 |                |                            |                                                                                               |                                     |                                                |                                       |                                                      |                   |          |                                       |
|                                                                                                                                      |                |                                             |                                 |                | <u> </u>                   | ··· ··· ··· ··· ··· ··· ··· ··· ···                                                           |                                     |                                                |                                       |                                                      | ·                 |          |                                       |
| ER                                                                                                                                   | ุกค            | CATE HOLDER                                 | <del></del>                     |                | <u></u>                    | . T                                                                                           | CANC                                | ELLATION                                       |                                       |                                                      |                   |          |                                       |
|                                                                                                                                      |                | Contracts & Pro                             |                                 |                |                            |                                                                                               | THE                                 |                                                | ATE THEREOF                           | CRIBED POLICIES<br>, NOTICE WILL BE D<br>PROVISIONS. |                   |          | BEFORE                                |
|                                                                                                                                      |                | DHHS - State of                             |                                 |                |                            | F                                                                                             | AUTHOR                              | ZED REPRESEN                                   | TATING                                |                                                      |                   |          |                                       |
|                                                                                                                                      |                |                                             | line of                         |                |                            | I I                                                                                           |                                     |                                                |                                       |                                                      |                   |          |                                       |
|                                                                                                                                      |                | 129 Pleasant S<br>Concord                   | Street                          |                |                            | NH 03301                                                                                      |                                     |                                                | Ph -                                  | Jeone                                                | . <i>0 C</i>      |          |                                       |

The ACORD name and logo are registered marks of ACORD

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# 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.

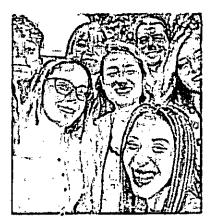
#### This Includes:

- Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
- 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.
- Recognition of our mutual humanity. We treat customers, co-workers and colleagues with compassion, fairness, dignity and respect.
- 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.













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, 2021 AND 2020 AND INDEPENDENT AUDITORS' REPORTS

# CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

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, 2021 and 2020, the related consolidated statements of functional expenses and cash flows for the years then ended, the related consolidated statement of activities for the year ended June 30, 2021 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, 2021 and 2020, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021, 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 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, 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 control over financial reporting and compliance.

Jeone McDonnell & Robuts Profussional association

November 19, 2021 North Conway, New Hampshire

# CONSOLIDATED STATEMENTS OF FINANCIAL POSITION JUNE 30, 2021 AND 2020

#### ASSETS

| <b>N</b> 2                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>2021</u>                                                                                                                                                      | <u>2020</u>                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| CURRENT ASSETS                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                  |                                                                                                                                                        |
| Cash and cash equivalents                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 3,237,032                                                                                                                                                     | \$ 2,257,081                                                                                                                                           |
| Restricted cash, Guardianship Services Program                                                                                                                                                                                                                                                                                                                                                                               | 1,317,839                                                                                                                                                        | 796,937                                                                                                                                                |
| Accounts receivable                                                                                                                                                                                                                                                                                                                                                                                                          | 1,617,249                                                                                                                                                        | 1,322,852                                                                                                                                              |
| Property held for sale                                                                                                                                                                                                                                                                                                                                                                                                       | -                                                                                                                                                                | 47,000                                                                                                                                                 |
| Pledges receivable                                                                                                                                                                                                                                                                                                                                                                                                           | 216,423                                                                                                                                                          | 307,017                                                                                                                                                |
| Inventories                                                                                                                                                                                                                                                                                                                                                                                                                  | 52,985                                                                                                                                                           | 102,430                                                                                                                                                |
| Prepaid expenses                                                                                                                                                                                                                                                                                                                                                                                                             | 53,594                                                                                                                                                           | 77,882                                                                                                                                                 |
| Total current assets                                                                                                                                                                                                                                                                                                                                                                                                         | 6,495,122                                                                                                                                                        | 4,911,199                                                                                                                                              |
| PROPERTY                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                  |                                                                                                                                                        |
| Property and equipment                                                                                                                                                                                                                                                                                                                                                                                                       | 12,917,935                                                                                                                                                       | 12,344,805                                                                                                                                             |
| Less accumulated depreciation                                                                                                                                                                                                                                                                                                                                                                                                | (5,850,185)                                                                                                                                                      | (5,601,944)                                                                                                                                            |
| Property, net                                                                                                                                                                                                                                                                                                                                                                                                                | 7,067,750                                                                                                                                                        | 6,742,861                                                                                                                                              |
| OTHER ASSETS                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                  |                                                                                                                                                        |
| Restricted cash                                                                                                                                                                                                                                                                                                                                                                                                              | 439,822                                                                                                                                                          | 384,711                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                  | ,                                                                                                                                                      |
| TOTAL ASSETS                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>\$ 14,002,694</u>                                                                                                                                             | <u>\$ 12,038,771</u>                                                                                                                                   |
| LIABILITIES AND NET ASSETS                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                  |                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                  |                                                                                                                                                        |
| CURRENT LIABILITIES                                                                                                                                                                                                                                                                                                                                                                                                          | ·                                                                                                                                                                |                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 129,155                                                                                                                                                       | \$ 437,843                                                                                                                                             |
| Current portion of long term debt                                                                                                                                                                                                                                                                                                                                                                                            | \$     129,155<br>-                                                                                                                                              | \$     437,843<br>3,554                                                                                                                                |
| Current portion of long term debt<br>Current portion of capital lease obligations                                                                                                                                                                                                                                                                                                                                            | \$ 129,155<br>4,303                                                                                                                                              |                                                                                                                                                        |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable                                                                                                                                                                                                                                                                                                                        | -                                                                                                                                                                | 3,554                                                                                                                                                  |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences                                                                                                                                                                                                                                                                                        | 4,303                                                                                                                                                            | 3,554<br>180,427                                                                                                                                       |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries                                                                                                                                                                                                                                                                    | 4,303<br>233,907                                                                                                                                                 | 3,554<br>180,427<br>243,779                                                                                                                            |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses                                                                                                                                                                                                                                                | 4,303<br>233,907<br>383,435                                                                                                                                      | 3,554<br>180,427<br>243,779<br>49,059                                                                                                                  |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries                                                                                                                                                                                                                                                                    | 4,303<br>233,907<br>383,435<br>266,595                                                                                                                           | 3,554<br>180,427<br>243,779<br>49,059<br>137,304                                                                                                       |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities                                                                                                                                                                                                    | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br>1,400,645                                                                                                   | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br>850,982                                                                                 |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances                                                                                                                                                                                                                         | 4,303<br>233,907<br>383,435<br>266,595<br>324,140                                                                                                                | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463                                                                                            |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities                                                                                                                                                                       | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br>2,742,180                                                                               | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br><u>850,982</u><br>2,084,411                                                             |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities                                                                                                                                                                                                    | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br>1,400,645                                                                                                   | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br>850,982                                                                                 |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities                                                                                                                                                                       | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br>2,742,180                                                                               | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br><u>850,982</u><br>2,084,411                                                             |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities<br><b>LONG TERM DEBT</b><br>Long term debt, net of current portion                                                                                                    | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br><u>2,742,180</u><br><u>4,577,505</u>                                                    | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br><u>850,982</u><br>2,084,411<br>4,792,557                                                |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities<br><b>LONG TERM DEBT</b><br>Long term debt, net of current portion<br>Total liabilities<br><b>NET ASSETS</b>                                                          | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br><u>2,742,180</u><br><u>4,577,505</u>                                                    | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br><u>850,982</u><br>2,084,411<br>4,792,557                                                |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities<br><b>LONG TERM DEBT</b><br>Long term debt, net of current portion<br>Total liabilities<br><b>NET ASSETS</b><br>Without donor restrictions                            | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br><u>2,742,180</u><br><u>4,577,505</u><br><u>7,319,685</u><br>6,199,624                   | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br><u>850,982</u><br><u>2,084,411</u><br><u>4,792,557</u><br><u>6,876,968</u><br>4,565,253 |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities<br><b>LONG TERM DEBT</b><br>Long term debt, net of current portion<br>Total liabilities<br><b>NET ASSETS</b>                                                          | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br><u>2,742,180</u><br><u>4,577,505</u><br><u>7,319,685</u>                                | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br><u>850,982</u><br>2,084,411<br>4,792,557<br>6,876,968                                   |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities<br><b>LONG TERM DEBT</b><br>Long term debt, net of current portion<br>Total liabilities<br><b>NET ASSETS</b><br>Without donor restrictions                            | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br><u>2,742,180</u><br><u>4,577,505</u><br><u>7,319,685</u><br>6,199,624                   | 3,554<br>180,427<br>243,779<br>49,059<br>137,304<br>181,463<br><u>850,982</u><br><u>2,084,411</u><br><u>4,792,557</u><br><u>6,876,968</u><br>4,565,253 |
| Current portion of long term debt<br>Current portion of capital lease obligations<br>Accounts payable<br>Accrued compensated absences<br>Accrued salaries<br>Accrued expenses<br>Refundable advances<br>Other liabilities<br>Total current liabilities<br><b>LONG TERM DEBT</b><br>Long term debt, net of current portion<br>Total liabilities<br><b>NET ASSETS</b><br>Without donor restrictions<br>With donor restrictions | 4,303<br>233,907<br>383,435<br>266,595<br>324,140<br><u>1,400,645</u><br><u>2,742,180</u><br><u>4,577,505</u><br><u>7,319,685</u><br>6,199,624<br><u>483,385</u> | 3,554 $180,427$ $243,779$ $49,059$ $137,304$ $181,463$ $850,982$ $2,084,411$ $4,792,557$ $6,876,968$ $4,565,253$ $596,550$                             |

See Notes to Consolidated Financial Statements

#### CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2021 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

|                                              | Without Donor<br><u>Restrictions</u> | With Donor<br><u>Restrictions</u> | 2021<br><u>Totai</u> | 2020<br><u>Total</u> |
|----------------------------------------------|--------------------------------------|-----------------------------------|----------------------|----------------------|
| REVENUES AND OTHER SUPPORT                   | <b>\$</b> 18,296,354                 | <b>\$</b> 415,056                 | \$ 18,711,410        | \$ 14,909,313        |
| Grants and contracts                         | 1,177,937                            | 410,000                           | 1,177,937            | 1,084,133            |
| Program funding                              | 2,659,293                            |                                   | 2,659,293            | 1,923,653            |
| Utility programs                             |                                      | •                                 | 364,580              | 455.826              |
| In-kind contributions                        | 364,580                              | -                                 | 462.340              | 326,215              |
| Contributions                                | 462,340                              | -                                 | 1.802                | 32,544               |
| Fundraising                                  | 1,802                                | •                                 | •                    | 635,559              |
| Rental income                                | 684,169                              | •                                 | 684,169<br>888       | 923                  |
| Interest Income                              | 888                                  | -                                 |                      | 257,717              |
| (Loss) gain on disposal of property          | (27,288)                             | •                                 | (27,288)             |                      |
| Loss on write down of property held for sale |                                      | -                                 | -                    | (255,492)            |
| Other revenue                                | 13,364                               |                                   | 13,364               | 4.379                |
| Total revenues and other support             | 23,633,439                           | 415.056                           | 24,048,495           | 19,374,770           |
| NET ASSETS RELEASED FROM RESTRICTIONS        | 528,221                              | (528,221)                         | <u> </u>             | <u> </u>             |
| Total revenues, other support, and           |                                      |                                   |                      |                      |
| net assets released from restrictions        | 24,161,660                           | (113,165)                         | 24,048,495           |                      |
| FUNCTIONAL EXPENSES Program Services:        | · ·                                  |                                   |                      |                      |
| Agency Fund                                  | 1.017.860                            | -                                 | 1,017,860            | 1,047,356            |
| Head Start                                   | 2,856,419                            | -                                 | 2,856,419            | 2,769,065            |
| Guardianship                                 | 760,053                              | -                                 | 760,053              | 769,597              |
| Transportation                               | 870.078                              | -                                 | 870,078              | 991,504              |
| Volunteer                                    | 96,817                               | •                                 | 96,817               | 94,845               |
| Workforce Development                        | 40,175                               |                                   | 40,175               | 346,114              |
| Carroli County Dental                        | 669,641                              | · •                               | 669,641              | 653,810              |
| Support Center                               | 356,359                              | -                                 | 356,359              | 558,244              |
| Homelass                                     | 4,760,909                            |                                   | 4,760,909            | 800,148              |
| Energy and Community Development             | 8,541,527                            |                                   | 8,541,527            | 7,824,201            |
|                                              | 1,192,453                            | · .                               | 1,192,453            | 1,149,136            |
| Elder                                        | 192,010                              | -                                 | 192,010              | 220,900              |
| Housing Services                             |                                      |                                   |                      |                      |
| Total program services                       | 21,354,301                           |                                   | 21,354,301           | 17,224,920           |
| Supporting Activities:                       | •                                    |                                   |                      |                      |
| General and administrative                   | 1,172,988                            | -                                 | 1,172,988            | 1,062,613            |
| Fundraising                                  | <u> </u>                             | ·                                 |                      | 2,880                |
| Total supporting activities                  | 1,172,988                            | <u> </u>                          | 1,172.988            | 1,065,493            |
| Total functional expenses                    | 22,527,289                           |                                   | 22,527,289           | 18,290,413           |
| CHANGE IN NET ASSETS                         | 1,634,371                            | (113,165)                         | 1,521,206            | 1,084,357            |
| NET ASSETS, BEGINNING OF YEAR                | 4,565,253                            | 596,550                           | 5,161,803            | 4,077,449            |
| NET ASSETS, END OF YEAR                      | <u>\$ 6,199,624</u>                  | <u>\$ 483,385</u>                 | <u>\$ 6,683,009</u>  | \$ 5,161,806         |

See Notes to Consolidated Financial Statements

IR-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFRI MIE CONROLIDATED STATEMENT OF PUNCTIONAL EXPENSES FOR THE YEAR EXPERIMENT JUNE 14, 7021

|                                     |             | •                |                 |                   |            |                    |                 |                  |           | Energy and  |             |                |           |                |                   |             |
|-------------------------------------|-------------|------------------|-----------------|-------------------|------------|--------------------|-----------------|------------------|-----------|-------------|-------------|----------------|-----------|----------------|-------------------|-------------|
|                                     |             |                  |                 |                   |            |                    | Carried County  | Landon S         |           | Community   |             | Filmer Street  |           | Consert in     |                   |             |
|                                     | Agency Fund | nd Hend.Start    | diterrational ( | a Innoctation     | Vohinteer  | <b>Derricition</b> | <b>L</b> earned | Center           | Hometers  | Destinant   | Ĭ           | and and        | Letal A   | Administrative | <u>Fuedrating</u> | Leta        |
| Direct Expension                    |             |                  |                 |                   |            |                    |                 |                  |           |             |             |                |           |                |                   | ۰,          |
| Privil                              | s<br>Š      | 622 \$ 1,500,671 | \$71 B 518.354  | •                 | 252        | 5 14,240           | 1 79.71         | 111,208 5        | 5 007/084 | t stanter.  | \$ 105155   |                | 1020201   | 1006.121       |                   | 0,441,230   |
| Prevoit taxes and bondids           | Ŧ           | 114,664 158,854  | _               | ·                 | 92.1       | 9729               | 5210125         |                  | 124,300   | DAM, INSU   | 121,167     | •              | 1.548.450 | 216,173        | •                 | 1,724,263   |
| Assistance in clima                 | 1           |                  |                 |                   | •          | 10,650             | •               | 130,61           | 101,100,0 | 620°C00'S   | 8           | •              | D DOM AND | •              | •                 | 9,004,003   |
| Consertable succilian               | 1           | 13,003 224,233   | 2333 8,8603     |                   | 6,717      | 8                  | 00077           | 1472             |           | 500 BUS     |             | Ę              | 1.100.370 | 194.61         | •                 | 1.113.013   |
| Bosco costs and revisits            | •           |                  | •               |                   | 197<br>1   | , arca             | 8               |                  | 812.62    | 140,400     | 22/15       | •              | 4126.575  | 1007           | •                 | 100.542     |
| Depreciation superate               | <b>(</b> 91 |                  |                 |                   | •          | •                  | 40,214          | 10011            | 524/2     | 34,452      |             | 507,13         | 446.764   | 1,151          | •                 | 449,415     |
| In-kind expended                    |             | ផ្ <u></u>       | 23,708          | . 100,02          | •          | •                  | •               | 80,078           | 57,9      |             | 72,620      | •              | LEST MOR  | •              |                   | 164,561     |
| Consultants and contraction         |             | đ<br>,           |                 |                   | •          | •                  |                 | . •              | •         | ŧ           | 10.16       | •              | 219,702   | 19,424         | •                 | 21,022      |
| Unities                             | Ä           | 18,721 25.       |                 | 11 11,246         | 5 <u>1</u> | 2                  | 12,703          | 0.1.81           | 299712    | 11111       | 195 X       | 101,02         | 000.000   | <b>83</b> .    | •                 | 353,075     |
| Travel and meetings                 | -           | _                |                 |                   | ¥.         | 113                | 1,370           | - 100            | 17,180    | 23,185      | 8,765       | •              | 136,865   | 2,458          | •                 | 129,153     |
| Other direct program costs          | Ħ           | _                | 37,061 1,610    |                   | 2,046      | •                  | 92.<br>1        | 141              | 909 R.    | 100 10      | 21,022      | 37,742         | 100.973   | 110,61         | •                 | 180,060     |
| Fiscal and administrative           | -           |                  | _               |                   | 1,047      | •                  | 100'1           | Ę                | 3,100     | 20100       | 4,670       | 2,300          | 1         | 620'W.         | •                 | 110,002     |
| Building and grounds maintenance    | ē           | UZ 516,701       | 001 106         | 7,807             | 2          | •                  | 4,810           | 1,441            | 6,701     | CQ1,567     | 5,500       | 11,241         | 242,344   | •              | •                 | 146,245     |
| Indexest superas                    | 8           | 1,15,00          | 16 449          |                   | •          | •                  | 042,86          | \$               | -         | 8           | •           | •              | 137,416   | (101)<br>(101) | •                 | 216,921     |
| Vehicle expenses                    | ~           | 2,158            |                 |                   | •          | •                  | •               | •                | •         | 1007.11     | :           |                | 6C, 001   | •              | •                 | 100,739     |
| Press Perce                         | ę           | 49,560 7,        | 905 640"2       |                   | •          | •                  | Ŗ               | - <b>99</b><br>7 | NUT:      | 10,401      | •           | Ω.             | 0216"1-14 | 31.502         |                   | 106,423     |
| Mointenance of equipment and rental | 8           | _                | 51,162 9,017    | 17 0.000          | 117        | •                  | (10,0)          | 3                | 835 N     | 10.2        | 12,430.     | ±1<br>E1<br>E1 | 10.314    | 20,151         | •                 | 50,663      |
| Financi lova                        | 8           | (118,00)         |                 | -                 |            |                    | 1745            |                  | 1.970     | 2281        | 3,22        |                | (12.374)  | 10,440         |                   | [11,834]    |
| Fotal Overti Expenses               | 1,017,860   | , MED 2. REALATS | (11) 760,001    | un linen          | 510,017    | 521 00             |                 | 995,885          | 41000A    | 122,1142,0  | 537'281'1   | 010201         | 105795612 | 1,177,966      | •                 | 002,122,212 |
| lindirect Equanses<br>Indiaed costs | 130         | 130,001 202      | 202,763 60,160  | <u>80</u> 71, 104 | 8,042      | 2,961              | 6X U            | 21,302           | 11507     | 197<br>197  | 112,021     | <br> <br>      | 11286     | (005'221'1)    |                   |             |
| Total Direct & leditrect arpanses   | 5 1,14R,651 | <u>149,180</u>   | 180 5 647.233   | 191 994 2         | 101100     | 5 41,138           | 5 141,907 5     | 377,962 1        | 4,842,479 | 6.022,015 S | 1,312,670 5 | \$ 010'261     | 2 577,290 | •              |                   | 22,527,289  |
|                                     |             |                  |                 |                   |            |                    |                 |                  |           |             |             |                |           |                |                   |             |

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# THE COUNTY COMMUNITY ACTION PROGRAM, DIC, AND AFFLIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2020

# CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

|                                                      | 2021                | <u>2020</u>               |
|------------------------------------------------------|---------------------|---------------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES                 | \$ 1,521,206        | \$ 1,084,357              |
| Change in net assets                                 | \$ 1,021,200        | \$ 1,00 <del>4</del> ,007 |
| Adjustments to reconcile change in net assets to     |                     |                           |
| net cash provided by operating activities:           | 450.040             | 436,197                   |
| Deprectation and amortization                        | 27,288              | (2,225)                   |
| Loss (gain) on disposal of property                  | 27,200              | (2,223)                   |
| (Increase) decrease in assets:                       | (294,397)           | (48,769)                  |
| Accounts receivable                                  | 90,594              | (75,856)                  |
| Pledges receivable                                   | 49,445              | (16,544)                  |
| Inventories                                          | 24,288              | (43,845)                  |
| Prepaid expenses                                     | 24,200              | (40,040)                  |
| Increase (decrease) in liabilities:                  | (176 194)           | (41,144)                  |
| Accounts payable                                     | (176,124)           | 39,700                    |
| Accrued compensated absences                         | (9,872)             | (161,893)                 |
| Accrued salaries                                     | 334,376             | 47,780                    |
| Accrued expenses                                     | 129,291             | •                         |
| Refundable advances                                  | 142,677             | (15,694)                  |
| Other liabilities                                    | 549,663             | 252,787                   |
| NET CASH PROVIDED BY OPERATING ACTIVITIES            | 2,838,475           | 1,454,851                 |
| CASH FLOWS FROM INVESTING ACTIVITIES                 |                     |                           |
| Proceeds from disposal of property                   | 25,000              | 4,495                     |
| Purchases of property and equipment                  | (780,217)           | (273,711)                 |
| NET CASH USED IN INVESTING ACTIVITIES                | (755,217)           | (269,216)                 |
| CASH FLOWS FROM FINANCING ACTIVITIES                 |                     |                           |
| Repayment on long-term debt                          | (523,740)           | (145,884)                 |
| Repayment on capital lease obligations               | (3,554)             | (4,671)                   |
| NET CASH USED IN FINANCING ACTIVITIES                | (527,294)           | (150,555)                 |
| NET INCREASE IN CASH AND RESTRICTED CASH             | 1,555,964           | 1,035,080                 |
| CASH AND RESTRICTED CASH, BEGINNING OF YEAR          | 3,438,729           | 2,403,649                 |
| CASH AND RESTRICTED CASH, END OF YEAR                | <u>\$ 4,994,693</u> | <u>\$_3,438,729</u>       |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW<br>INFORMATION: |                     |                           |
| Cash paid during the year for:                       |                     |                           |
| Interest                                             | <u>\$ 135,643</u>   | <u>\$ 131,879</u>         |

See Notes to Consolidated Financial Statements

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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 over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

#### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 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 28,000 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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.

#### <u>Homeless</u>

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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

### **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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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:

<u>Net assets without donor restrictions</u> 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.

<u>Net assets with donor restrictions</u> 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 \$483,385 and \$596,550 at June 30, 2021 and 2020, respectively. See **Note 13**.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# **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.

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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 \$324,140 and \$181,463 as of June 30, 2021 and 2020, respectively.

#### Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, Accounting for Income Taxes, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. 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).

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# <u>Retirement plan</u>

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, 2021 and 2020, 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 at that time.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# 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, 2021 and 2020.

As of June 30, 2021 and 2020, 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 \$216,423 and \$307,017, 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.

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

<u>Program salaries and related expenses</u> 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.

<u>Workers Compensation expenses</u> 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.

<u>Paid Leave</u> is charged to a leave pool and is allocated to each program as a percentage of total salaries.

<u>Fringe Benefits</u> 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.

<u>Depreciation expense</u> 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.

<u>Other occupancy expenses</u> 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.

<u>The remaining shared expenses</u> 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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, 2020, 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, 2020 was 10.80%. The actual rate for the year ended June 30, 2021 was approximately 11.37%, 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, 2021 and 2020 was \$28,130 and \$25,483, 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 2021 and 2020.

#### Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

#### New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# Other Matters

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect 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.

During the years ended June 30, 2021 and 2020, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

# NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

|                                                                                                                       | <u>2021</u>                                 | <u>2020</u>                                 |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| Financial assets at year-end:<br>Cash and cash equivalents, undesignated<br>Accounts receivable<br>Pledges receivable | \$ 3,237,032<br>1,617,249<br><u>216,423</u> | \$ 2,257,081<br>1,322,852<br><u>307,017</u> |
| Total financial assets                                                                                                | 5,070,704                                   | 3,886,950                                   |
| Less amounts not available to be<br>used within one year:<br>Net assets with donor restrictions                       | 483,385                                     | 596,550                                     |
| Less net assets with time restrictions to be<br>met in less than a year                                               | (412,665)                                   | (410,015)                                   |
| Amounts not available within one year                                                                                 | 70,720                                      | 186,535                                     |
| Financial assets available to meet general<br>expenditures over the next twelve months                                | <u>\$ 4.999.984</u>                         | <u>\$3.700.415</u>                          |

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,569,000 and \$2,860,000 at June 30, 2021 and 2020, respectively.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

#### NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to \$250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

|                                | <u>2021</u>         | <u>2020</u>         |
|--------------------------------|---------------------|---------------------|
| Cash, operations               | \$ 3,237,032        | \$ 2,257,081        |
| Restricted cash, current       | 1,317,839           | 796,937             |
| Restricted cash, long term     | 439,822             | 384,711             |
| Total cash and restricted cash | <u>\$_4.994.693</u> | <u>\$ 3.438.729</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 U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2021 and 2020 was \$20,059 and \$20,040, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2021 and 2020. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2021 and 2020 was \$174,755 and \$174,626, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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, 2021 and 2020 was \$1,317,839 and \$796,937, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2021 and 2020 was \$1,317,839 and \$796,937, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2021 and 2020 was \$245,008 and \$190,045, respectively. See Note 15.

#### NOTE 4. INVENTORY

In 2021 and 2020, 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, 2021 and 2020 consists of weatherization materials, totaling \$52,985 and \$102,430, respectively.

# NOTE 5. PROPERTY

Property consists of the following at June 30, 2021:

|                                       | Capitalized<br><u>Cost</u> | Accumulated<br>Depreciation | Net<br><u>Book Value</u>  |
|---------------------------------------|----------------------------|-----------------------------|---------------------------|
| Building<br>Equipment<br>Construction | \$ 9,931,953<br>2,394,489  | \$ 4,233,084<br>1,617,101   | \$ 5,698,869<br>777,388   |
| in progress                           | 172,653<br><u>418,840</u>  | <u> </u>                    | 172,653<br><u>418,840</u> |
|                                       | <u>\$12,917,935</u>        | <u>\$ 5.850.185</u>         | <u>\$ 7.067.750</u>       |

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Property consists of the following at June 30, 2020:

|                                       | Capitalized               | Accumulated               | Net                     |
|---------------------------------------|---------------------------|---------------------------|-------------------------|
|                                       | <u>Cost</u>               | Depreciation              | <u>Book Value</u>       |
| Building<br>Equipment<br>Construction | \$ 9,810,288<br>2,105,950 | \$ 3,753,302<br>1,848,642 | \$ 6,056,986<br>257,308 |
| in progress                           | 4,727                     | -                         | 4,727                   |
|                                       | 423,840                   |                           | <u>423,840</u>          |
| · ·                                   | <u>\$12.344.805</u>       | <u>\$ 5.601.944</u>       | <u>\$ 6,742,861</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, 2021 and 2020 totaled \$449,153 and \$435,310, respectively.

The Organization had property held for sale at June 30, 2020 amounting to \$47,000, which was classified as a current asset in the accompanying consolidated statements of financial position at June 30, 2020. The total loss on the write down to fair value of this property was \$255,492 in 2020.

# NOTE 6. ACCRUED EARNED TIME

For the years ending June 30, 2021 and 2020, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2021 and 2020, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$233,907 and \$243,779, respectively.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

|                                                                                                                                                                                                                                                                                | :  | 2021    | <u>2020</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.                                                                                          | \$ | 96,062  | \$<br>110,824 |
| Note payable with a bank requiring 120 monthly installments of \$2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.                                                                         |    | 285,268 | 307,719       |
| 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 and was paid off during the year ended June 30, 2021. |    | -       | 4,478         |
| 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. This note was paid off during the year ended June 30, 2021.                                                      |    | -       | 4,228         |
| 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. This note was paid off during the year ended June 30, 2021.                                                      |    | -       | 3,948         |
| 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. This note was paid off during the year ended June 30, 2021.                                                      |    |         | 705           |
|                                                                                                                                                                                                                                                                                |    |         |               |

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

|                                                                                                                                                                                                                                                                                                                                                                         | <u>2021</u>            | <u>2020</u>            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|
| Note payable to a financing company requiring 72<br>monthly installments of \$248, including interest at<br>6.10% per annum. Secured by the Organization's<br>vehicle. This note was paid off during the year<br>ended June 30, 2021.                                                                                                                                   | -                      | 7,294                  |
| 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. This note was paid off during the year ended June 30, 2021.                                                                                                                                            | -                      | 387,227                |
| Bond payable with a bank requiring monthly<br>installments of \$14,485, including interest of 2.75%<br>plus the bank's internal cost of funds multiplied by<br>67% with an indicative rate of 3.28%. Secured by<br>first commercial real estate mortgage on various<br>properties and assignments of rents at various<br>properties. Final installment due August 2040. | 2,467,774              | 2,547,308              |
| Cornerstone Housing North, Inc. capital advance<br>due to the U.S. Department of Housing and Urban<br>Development. This capital advance is not subject to<br>interest or principal amortization and will be forgiven<br>after 40 years, or in August 2047.                                                                                                              | 1,617,600              | 1,617,600              |
| Cornerstone Housing North, Inc. mortgage payable<br>due to New Hampshire Housing Finance Authority.<br>The mortgage is not subject to interest or principal<br>amortization. Payments are deferred for 40 years;<br>final payment due in August 2047.                                                                                                                   | 250,000                | 250,000                |
| Total long term debt before unamortized debt<br>issuance costs<br>Unamortized debt issuance costs                                                                                                                                                                                                                                                                       | 4,716,704<br>(10,044)  | 5,241,331<br>(10,931)  |
| Total long term debt<br>Less current portion due within one year                                                                                                                                                                                                                                                                                                        | 4,706,660<br>(129,155) | 5,230,400<br>(437,843) |
|                                                                                                                                                                                                                                                                                                                                                                         | <u>\$ 4,577.505</u>    | <u>\$ 4,792,557</u>    |

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

The scheduled maturities of long-term debt as of June 30, 2021 were as follows:

| Years ending<br>June 30 | Amount              |
|-------------------------|---------------------|
| 2022                    | \$ 129,155          |
| 2023                    | 134,452             |
| 2024                    | 139,961             |
| 2025                    | 145,697             |
| 2026                    | 151,677             |
| Thereafter              | <u>4,015,762</u>    |
| · ·                     | <u>\$.4.716.704</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, which expired 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, which expired in May 2021. The assets and liabilities under the capital leases were 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, 2021 and 2020, consisted of the following:

Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease was secured by the phone system and matured in November 2020.

Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease was secured by a copier and matured in March 2021.

| 2  | <u>2021</u> | <u>2020</u> |       |
|----|-------------|-------------|-------|
| \$ | -           | \$          | 1,213 |
|    | -           |             | 944   |

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

|                                                                                                                                       | <u>2021</u>  | <u>2020</u>             |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------|
| Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease was |              |                         |
| secured by a copier and matured in May 2021.                                                                                          | <del>`</del> | <u> </u>                |
| Less current portion                                                                                                                  | -            | 3,554<br><u>(3,554)</u> |
|                                                                                                                                       | <u>\$</u>    | <u>\$</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, 2021 and 2020. The line is subject to renewal each January.

# NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2021 and 2020, the annual rent expense for leased facilities and office equipment totaled \$138,598 and \$181,004, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2021, are as follows:

| Years ending<br>June 30 | Amount     |  |
|-------------------------|------------|--|
| 2022                    | \$ 127,467 |  |
| 2023                    | 65,722     |  |
| 2024                    | 43,884     |  |
| 2025                    | 43,884     |  |
| 2026                    | 42,869     |  |
| Thereafter              | 3,512      |  |
|                         | \$ 327,338 |  |

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

#### 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, 2021 and 2020, approximately \$18,238,690 (76%) and \$14,380,020 (74%), 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, 2021 and 2020, approximately 67% and 68%, respectively, of the Organization's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2021 and 2020:

|                             | <u>2021</u> | <u>2020</u> |
|-----------------------------|-------------|-------------|
| Temporary Municipal Funding | \$ 216,423  | \$ 307,017  |
| FAP                         | 174,056     | 102,998     |
| Restricted Buildings        | 39,913      | 85,713      |
| Loans – HSGP                | 24,403      | 22,029      |
| FAP/EAP                     | 16,330      | 24,350      |
| RSVP Program Funds          | 5,887       | 5,887       |
| Head Start                  | 5,856       | -           |
| RSVP – Matter to Balance    | 500         | 500         |
| 10 Bricks Shelter Funds     | 17          | -           |
| DOE                         | -           | 46,287      |
| Donations to Maple Fund     | -           | 1,571       |
| Loans – HHARLF              | -           | 104         |
| Coronavirus Response        | <u>-</u>    | 94          |
|                             | ۰.          |             |
|                             |             | •           |

Total net assets with donor restrictions

#### 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2021, 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 \$181,723 and \$155,278 were held in a segregated account at June 30, 2021 and 2020, 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 \$59,517 and \$31,049 were held in a segregated account for the years ended June 30, 2021 and 2020, 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

In accordance with the policy noted above, the Organization was required to remit funds to HUD totaling \$31,412 during the year ended June 30, 2020. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment during the year ended June 30, 2020.

# 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 November 19, 2021, 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, 2021

| FEDERAL GRANTOR/PROGRAM TITLE                                                                                                                                                                                                                          | FEDERAL                                       | PASS-THROUGH<br>GRANTOR'S NAME                                                                                                                                              | GRANTOR'S<br>IDENTIFYING<br>NUMBER | FEDERAL<br>EXPENDITURES                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------|
| I.S. Department of Heatth and Human Services                                                                                                                                                                                                           |                                               |                                                                                                                                                                             |                                    |                                            |
| IEAD START CLUSTER                                                                                                                                                                                                                                     |                                               |                                                                                                                                                                             |                                    |                                            |
| ead Start                                                                                                                                                                                                                                              |                                               |                                                                                                                                                                             |                                    |                                            |
| eau Start                                                                                                                                                                                                                                              | 93.600                                        |                                                                                                                                                                             |                                    | \$ 1,811,60                                |
|                                                                                                                                                                                                                                                        | 93.600                                        |                                                                                                                                                                             | 01CH011935-01-00                   | 1,100,81                                   |
| RSSA-Head Start                                                                                                                                                                                                                                        | 93.600                                        |                                                                                                                                                                             |                                    | 44,54                                      |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             | CLUSTER TOTAL                      | 2,957.150                                  |
| w-Income Home Energy Assistance                                                                                                                                                                                                                        | 93.568                                        | State of New Hampshire Office of Energy and Planning                                                                                                                        | G-20B1NHLIEA                       | 171,61                                     |
| w-Income Home Energy Assistance                                                                                                                                                                                                                        | 93.568                                        | State of New Hampshire Office of Energy and Planning                                                                                                                        | G-21B1NHLIEA                       | 4,833,07                                   |
| /-Low-Income Home Energy Assistance                                                                                                                                                                                                                    | 93.568                                        | State of New Hampshire Office of Energy and Planning                                                                                                                        | 2001NHE5C3                         | 787.28                                     |
| w-Income Home Energy Assistance                                                                                                                                                                                                                        | 93.568                                        | State of New Hampshire Office of Energy and Planning                                                                                                                        | G-2081NHLIEA 1056420               |                                            |
| w-Income Home Energy Assistance                                                                                                                                                                                                                        | 93.568                                        | State of New Hampshire Office of Energy and Planging                                                                                                                        |                                    | (12.55                                     |
| A TRANSPORT OF TRANSPORT                                                                                                                                                                                                                               | 83.300                                        | State of New Hampenier Onice of Energy and Handling                                                                                                                         | G-21B1NHLIEA 1056420               | 227.52                                     |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             | TOTAL:                             | 6,008,95                                   |
| GING CLUSTER                                                                                                                                                                                                                                           |                                               | • ··· ·· ·· ··                                                                                                                                                              |                                    |                                            |
| sectal Programs for the Aging - Tide III, Part B - Grants for Supportive Services and Senior Centers (SEAS)                                                                                                                                            | 93.044                                        | State of New Hampshire Office of Energy and Planning                                                                                                                        | 18AANHT3SS                         | 6,48                                       |
| pecial Programs for the Aging - Title III, Part B - Grants for Supportive Services and Service Centers (Sr. Wheels)                                                                                                                                    | 93.044                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | 512-500352                         | 81,32                                      |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             | TOTAL                              | 87,81                                      |
| pecial Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meats)                                                                                                                                                         | 93.045                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | 541-500386                         |                                            |
|                                                                                                                                                                                                                                                        | 93,045                                        |                                                                                                                                                                             | 541-500.386                        | 300,12                                     |
| -Special Programs for the Aging-Title III, Part C - Nutrition Services (Congregate & HD Meals)                                                                                                                                                         | 83,040                                        | State of New Hampshire Department of Health and Human Services                                                                                                              |                                    | 161,54                                     |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             | TOTAL                              | 461,67                                     |
| utrition Services Incentive Program (NSIP)                                                                                                                                                                                                             | 93.053                                        | State of New Hampshire Department of Heatth and Human Services                                                                                                              | NONE                               | 93,34                                      |
| <b>-</b>                                                                                                                                                                                                                                               |                                               |                                                                                                                                                                             | CLUSTER TOTAL                      | 642,82                                     |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             | COSTENIOTAL                        |                                            |
| Community Services Block Grant                                                                                                                                                                                                                         | 93.569                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | 102-500731                         | 470.840                                    |
| V - Community Services Block Grant                                                                                                                                                                                                                     | 93.569                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | NONE                               | 279,40                                     |
|                                                                                                                                                                                                                                                        | 201000                                        |                                                                                                                                                                             |                                    |                                            |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             | TOTAL                              | 750,24                                     |
| Imporary Assistance for Needy Families (NHEP Workplace Success)                                                                                                                                                                                        | 93.558                                        | Southern New Hampshire Services, Inc.                                                                                                                                       | 16-DHHS-BWW-CSP-05                 | 36.12                                      |
| emporary Assistance for Needy Families (JARC)                                                                                                                                                                                                          | 93.558                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | 1802NHTANE                         | 24,80                                      |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             | TOTAL                              |                                            |
|                                                                                                                                                                                                                                                        |                                               | •                                                                                                                                                                           | TOTAL                              | 60,92                                      |
| IV Care Formuta Grants (Ryan White Care Program)                                                                                                                                                                                                       | 93.917                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | 530-500371                         | 2,93                                       |
| cial Services Block Grant (Title XX I&R)                                                                                                                                                                                                               | 93.667                                        | State of New Hompshire Department of Health and Human Services                                                                                                              | 545-500387                         | 104,82                                     |
| scial Services Block Grant (Title XX HD)                                                                                                                                                                                                               | 93.667                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | 544-500386                         | 85,04                                      |
|                                                                                                                                                                                                                                                        |                                               |                                                                                                                                                                             |                                    | 13,52                                      |
| vrial Services Binrix Grant (Guardianshin)                                                                                                                                                                                                             | 93 687                                        |                                                                                                                                                                             |                                    |                                            |
| cial Services Block Grant (Guardianship)                                                                                                                                                                                                               | 93.667                                        | State of New Hampshire Department of Health and Human Services                                                                                                              | 102-500731                         |                                            |
| scial Services Block Grant (Guandianship)                                                                                                                                                                                                              | 93.667                                        | Staul of New Hampshire Department of Health and Human Services                                                                                                              | 102-500/31<br>TOTAL                |                                            |
|                                                                                                                                                                                                                                                        |                                               | State of New Hampshire Coalition against Domestic and Sexual Violence                                                                                                       | TOTAL                              | 203.39                                     |
| omoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary                                                                                                                                                                 |                                               |                                                                                                                                                                             | TOTAL                              | 203.39                                     |
| iocial Services Block_Grant (Guardianship)<br>Iromoting Sate and Stable Families/Family Violence Prevention and Services/Discretionary<br>Irovider Rafiel Fund<br>Irojects for Assistance in Transition from Homelessness                              | 93.556 & 93.592                               |                                                                                                                                                                             | TOTAL                              | 203.39<br>13,22<br>31,67                   |
| romoting Sate and Stable Families/Family Violence Prevention and Services/Discretionary<br>rovider Rafiel Fund<br>rojects for Assistance in Transition from Homelessness                                                                               | 93.556 & 93.592<br>93.498<br>93.150           | State of New Hampshire Coalition against Domestic and Sexual Violence                                                                                                       | TOTAL<br>Spirdv                    | 203.39<br>13.22<br>31,67                   |
| romoting Sate and Stable Families/Family Violence Prevention and Services/Discretionary<br>rovider Rafiel Fund<br>rojects for Assistance in Transition from Homelessness                                                                               | 93.556 & 93.592<br>93.498                     | State of New Hampshire Coalition against Domestic and Sexual Violence                                                                                                       | TOTAL<br>Spirdv                    | 203.39<br>13.22<br>                        |
| romoting Sate and Stable Families/Family Violence Prevention and Services/Discretionary<br>rovider Rafiel Fund<br>rojects for Assistance in Transition from Homelessness<br>pecial Programs for the Aging Title IV and Title II Discretionary Projects | 93.556 & 93.592<br>93.498<br>93.150           | State of New Hampshire Coalition against Domestic and Sexual Violence<br>State of New Hampshire Office of Human Services, Bureau of Homeless                                | TOTAL<br>Spirdv                    | 203.39<br>13.22<br>31,67<br>52,37<br>15,00 |
| romoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary<br>rovider Rafiel Fund<br>rojects for Assistance in Transition from Homelessness                                                                               | 93.556 & 93.592<br>93.498<br>93.150<br>93.048 | State of New Hampshire Coalition against Domestic and Sexual Violence<br>State of New Hampshire Office of Human Services, Bureau of Homeless<br>University of New Hampshire | TOTAL<br>Spirdv                    | 203.39<br>13,22<br>31,67<br>52,37          |

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\$ 10,758,033

31

Total U.S. Department of Health and Human Services

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374,458

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#### TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2021

| FEDERAL GRANTOR/PROGRAM TITLE                                                                                                                | FEDERAL<br>ALN                       | PASS-THROUGH<br>GRANTOR'S NAME                                                                                                                                                                                                                                       | GRANTOR'S<br>IDENTIFYING<br>NUMBER                                               | FEDERAL<br>EXPENDITURES                           |  |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------|--|
| U.S. Department of Energy                                                                                                                    |                                      |                                                                                                                                                                                                                                                                      |                                                                                  |                                                   |  |
| Westherization Assistance for Low-Income Persons                                                                                             | 81.042                               | State of New Hampshire Governor's Office of Energy & Community Service                                                                                                                                                                                               | EE0007935                                                                        | <u>\$ 277,664</u>                                 |  |
| Total U.S. Department of Energy                                                                                                              |                                      |                                                                                                                                                                                                                                                                      |                                                                                  | <u>\$277,664</u>                                  |  |
| U.S. Consonation for National and Community Service<br>Retired and Sanior Volunteer Program                                                  | 94.002                               |                                                                                                                                                                                                                                                                      | 19SRANH001                                                                       | \$ 77,198                                         |  |
| Total U.S. Corporation for National and Community Service                                                                                    |                                      |                                                                                                                                                                                                                                                                      |                                                                                  | <u>\$ 77,198</u>                                  |  |
| <u>U.S. Decentment of Agriculture</u><br>Child and Adult Care Food Program<br>FOOD DISTRIBUTION CLUSTER                                      | 10.558                               | State of New Hampshire Department of Education                                                                                                                                                                                                                       | NONE                                                                             | \$ 138,900                                        |  |
| Emergency Food Assistance Program                                                                                                            | 10.589                               | BMCAP                                                                                                                                                                                                                                                                | CLUSTER TOTAL                                                                    | 17,739                                            |  |
| Totat U.S. Department of Agriculture                                                                                                         |                                      |                                                                                                                                                                                                                                                                      |                                                                                  | \$ 158,639                                        |  |
| <u>U.S. Department of Homeland Security</u><br>Emergancy Food & Snetter Program (FEMA)<br>CV-Emergency Food & Snetter Program (FEMA)         | 97.024<br>97.024                     |                                                                                                                                                                                                                                                                      |                                                                                  | \$                                                |  |
| Total U.S. Department of Homeland Security                                                                                                   |                                      |                                                                                                                                                                                                                                                                      |                                                                                  | <u>\$ 28.601</u>                                  |  |
| <u>U.S. Department of Justice</u><br>Crime Victim Assistance (VOCA)                                                                          | 16.575                               | State of New Hamoshine Coatition against Domestic and Sexual Violance                                                                                                                                                                                                | VOCA                                                                             | <u>\$ 112,770</u>                                 |  |
| Sexual Assault Services Formula Program (SASP)                                                                                               | 16.017                               | State of New Hampshire Coalition against Domestic and Sexual Violence                                                                                                                                                                                                | 2019-KF-AX-0043                                                                  | 17,173                                            |  |
| OVW Technical Assistance Initiative                                                                                                          | 16.526                               | Gration County Court                                                                                                                                                                                                                                                 | OVW-2016-13829                                                                   | 13,794                                            |  |
| Total U.S. Department of Justice                                                                                                             |                                      |                                                                                                                                                                                                                                                                      | •                                                                                | 5 143,737                                         |  |
| U.S. Department of Transportation<br>Formula Grants for Rural Areas (Section 5311)                                                           | 20.509                               | State of New Hampshire Department of Transportation                                                                                                                                                                                                                  | NH-18-X048                                                                       | <u>\$                                    </u>     |  |
| TRANSIT SERVICES PROGRAMS CLUSTER<br>Enhanced Mobility of Seniors and Individuals with Disabilities                                          | 20.513                               | State of New Hampshire Department of Transportation                                                                                                                                                                                                                  | NH-65-X005                                                                       | 6,297                                             |  |
|                                                                                                                                              |                                      |                                                                                                                                                                                                                                                                      | CLUSTER TOTAL                                                                    | 6,297                                             |  |
| Total U.S. Department of Transportation                                                                                                      |                                      |                                                                                                                                                                                                                                                                      |                                                                                  | 532,687                                           |  |
| U.S. Department of Housing and Urban Development<br>Emergency Solutions Grant Program<br>CV-Emergency Solutions Grant Program                | 14.231<br>14.231                     | State of New Hampshire Department of Hesith and Human Services<br>State of NH Governor's Office for Emergancy Relief & Recovery                                                                                                                                      | 102-500731                                                                       | \$ 82,825<br>58,804                               |  |
|                                                                                                                                              |                                      | ·                                                                                                                                                                                                                                                                    | TOTAL                                                                            | 121,429                                           |  |
| Continuum of Care Program (HOIP)<br>Continuum of Care Program (HOIP)<br>Continuum of Care Program (HOIP)<br>Continuum of Care Program (HOIP) | 14.267<br>14.267<br>14.267<br>14.267 | State of New Hampshire Department of Health and Human Services<br>State of New Hampshire Department of Health and Human Services<br>State of New Hampshire Department of Health and Human Services<br>State of New Hampshire Department of Health and Human Services | NH002011001911<br>\$\$-2019-8HH\$-01-Coord-04<br>NGME<br>NH012011G00190<br>TOTAL | 71,885<br>130,822<br>36,165<br>14,157<br>2\$3,029 |  |
|                                                                                                                                              |                                      |                                                                                                                                                                                                                                                                      | •                                                                                |                                                   |  |

Total U.S Department of Housing and Urban Development

#### TRI-COUNTY COMMUNITY ACTION PROGRAM. INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2021

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| FEDERAL GRANTOR/PROGRAM TITLE                                                                                                               | FEDERAL                                        | PASS-THROUGH<br>GRANTOR'S NAME                                                                                                                                                                                                                                                                                                       | GRANTOR'S<br>IDENTIFYING<br>NUMBER |                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------|
| U.S. Department of Labor<br>WIAWIOA CLUSTER<br>WIAWIOA Adult Program<br>Total U.S. Department of Labor                                      | 17.258                                         | Southern New Hampshire Services, Inc.                                                                                                                                                                                                                                                                                                | 2016-0004<br>CLUSTER TOTAL         | <u>\$ 10,650</u><br><u>\$ 10,650</u>                   |
| U.S. Department of the Treasury<br>Coronavirus Relief Fund<br>Coronavirus Relief Fund<br>Coronavirus Relief Fund<br>Coronavirus Relief Fund | 21.019<br>21.019<br>21.019<br>21.019<br>21.019 | Volunteer NHI<br>State of NH Governor's Office of Emergency Relief and Recovery<br>Housing Stabilization Fund<br>State of NH Governor's Office of Emergency Relief and Recovery<br>Shetter Modification Program<br>State of NH Governor's Office of Emergency Relief and Recovery<br>COVID - 19 Long Term Care Stabilization Program | TOTAL                              | \$ 24,301<br>1,409,878<br>8,553<br>38,190<br>1,480,920 |
| Emergency Rental Assistance Program                                                                                                         | 21.023                                         | NH Housing Finance Authority                                                                                                                                                                                                                                                                                                         |                                    | 2,639,018                                              |
| Total U.S. Department of the Treasury<br>TOTAL EXPENDITURES OF FEDERAL AWARDS<br>NON-FEDERAL                                                |                                                |                                                                                                                                                                                                                                                                                                                                      |                                    | <u>\$ 4,119,938</u><br><u>\$ 16,527,665</u>            |
| New Hampshire Public Utilities Company - Electrical Assistance Program                                                                      |                                                | вмсар                                                                                                                                                                                                                                                                                                                                |                                    | <u>\$                                    </u>          |

#### 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, 2021. 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, fnc., 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-parcent de minimis indirect cost rate allowed under the Uniform Guidance.



CERTIFIED PUBLIC ACCOUNTANTS

#### TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

WOLFEBORO • NORTH CONWAY DOVER • CONCORD STRATHAM

# 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 statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2021.

# 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, 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 Medomell & Roberts Professional association

November 19, 2021 North Conway, New Hampshire



CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY DOVER • CONCORD • STRATHAM

# 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, 2021. 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 guestioned costs.

#### Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of 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, 2021.

#### **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 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 deficiencies, in internal control over 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 deficiencies, in internal control over compliance with a type of compliance of deficiencies, in internal control over compliance with a type of 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 Medonnell & hokuts Professional association

November 19, 2021 North Conway, New Hampshire

# TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

# SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2021

- 1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
- No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- 3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
- 4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
- 5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
- 6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
- 7. The programs tested as major programs included:

U.S. Dept. of Health & Human Services, LIHEAP - ALN 93.568

U.S. Dept. of the Treasury, Coronavirus Relief Fund - ALN 21.019

U.S. Dept. of the Treasury, ERAP – ALN 21.023

U.S. Dept. of Housing and Urban Development, CoC - ALN 14.267

New Hampshire Public Utilities Company, Electrical Assistance Program (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



# **Board of Directors**

# FY2022

# **Coos County**

# **Carroll County**

**Grafton County** 

**Board Chair** 

**Charles Monaghan** 

Linda Massimilla

**Richard Mcleod** 

<u>Treasurer</u> **George Sykes** 

**Ruth Heintz** 

Sandy Alonzo

**Brian Hoffman** 

**Fay Pierce** 

# CORE STRENGTUS

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, NII 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 (WHEN) Bethlehem, NH carrent 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 Alcobol 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 in vestments 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

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

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

05/1987-03/1989

03/1989-09/2010

# 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

# Tri-County Community Action Program, Inc.

# Key Personnel

.

| Name             | Job Title               | Salary    | % Paid from<br>this Contract | Amount Paid from this Contract |
|------------------|-------------------------|-----------|------------------------------|--------------------------------|
| Jeanne Robillard | Chief Executive Officer | \$120,000 | 0%                           | 0                              |
| Randall Pilotte  | Chief Financial Officer | \$85,000  | 0%                           | 0                              |
| Sarah Wight      | Department Head         | \$59,980  | 10%                          | \$5,998                        |
| VACANT           | Shelter Director        |           |                              |                                |



Lori A. Shibinette Commissioner

Christine L. Santaniello

Director



#### 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.dbbs.nh.gov

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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

| Vendor Name &<br>Code                                                               | Area Served | Current<br>Amount | increase<br>(Decrease) | Revised<br>Amount | Current<br>Completion<br>Date | Revised<br>Completion<br>Date |
|-------------------------------------------------------------------------------------|-------------|-------------------|------------------------|-------------------|-------------------------------|-------------------------------|
| Community Action<br>Partnership<br>Strafford County,<br>Dover, NH                   | Statewide   | \$77,048          | <b>\$</b> 38,524       | \$115,572         | June 30,<br>2021              | June 30,<br>2022              |
| #177200-B004                                                                        |             |                   |                        |                   |                               |                               |
| Community Action<br>Program Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | Statewide   | \$173,444         | <b>\$8</b> 6,722       | <b>\$</b> 260,168 | June 30,<br>2021              | June 30,<br>2022              |
| #177203-B003                                                                        |             |                   |                        |                   |                               |                               |
| FIT/NHNH, Inc.,<br>Manchester, NH                                                   | Concord     | \$308,452         | \$219,915              | \$528,367         | August 31,<br>2021            | August 31,<br>2022            |
| #157730-B001                                                                        |             |                   |                        |                   |                               |                               |
| FIT/NHNH, Inc.,<br>Manchester, NH<br>#157730-B001                                   | Concord     | <b>\$</b> 137,170 | <b>\$</b> 68,585       | \$205,755         | June 30,<br>2021              | June 30,<br>2022              |

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

The Lakes Region Mental Health June 30, June 30, Center, Inc., \$107,170 \$309,216 \$202,046 Laconia 2021 2022 Laconia, NH #154480-B001 Southwestern Community **Cheshire &** August 31. August 31, Services, Inc., Sullivan \$248,042 \$170.352 \$416,394 2021 2022 Keene, NH Countles #177511-R001 Southwestern Community June 30, June 30, Services, Inc., Statewide \$173,104 \$88.552 \$259,656 2021 2022 Keene, NH #177511-R001 Southwestern Community Cheshire & June 30, June 30. Services, Inc., Sullivan \$570,368 \$292,036 \$862,404 2022 2021 Keene, NH Counties #177511-R001 The Mental Health Center for Southern Western June 30. June 30, New Hampshire \$827,013 \$540.894 \$286,119 Rockingham 2021 2022 Derry, NH County #174116-R001 The Mental Health Center for Western Southern New July 31, July 31, Rockingham \$758,031 \$979,973 \$1,738,004 Hempshire 2021 2022 & Coos Derry, NH Countles #174116-R001 Tri-County Community Action June 30, June 30, Program Inc., \$261,644 \$130,822 \$392,466 Statewide 2022 2021 Berlin, NH #177195-B009 Tri-County Grafton. **Community Action** June 30, June 30. Coos, & Program Inc., \$269,037 \$178,638 \$90,399 2021 2022 Carroll Berlin, NH Counties #177195-8009 Total: \$3,848,823 \$2,335,227 \$6,184,050

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

\_\_\_\_\_Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title                | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget   |
|-------------------------|--------------------|----------------------------|---------------|-------------------|------------------------------------|---------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$1,606,764       | <b>\$</b> 0,                       | \$1,606,764         |
| 2021                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$2,145,410       | \$0                                | \$2,145,410         |
| 2022                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$96,649          | \$2,215,928                        | <b>\$2</b> ,312,577 |
| 2023                    | 1 117-511 17.51    | Contracts for<br>Prog Svcs | TBD           | \$0               | \$119,299                          | \$119,299           |
| -                       |                    |                            | Total:        | \$3,848,823       | \$2,335,227                        | \$6,184,050         |

#### EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

# Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

or Shibinette

Lori A. Shibinette Commissioner

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

This Amendment to the Coordinated Entry 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 19, 2019, (Item #46), as amended on May 6, 2020, (Item #37), 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 Standard Contract Language, Section 2., Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2022

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

\$392,466

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

1.2.4.1. NH0096L1T001803 (State Fiscal Year 2020)

1.2.4.2. NH0096L1T001904 (State Fiscal Year 2021)

1.2.4.3. NH0096L1T002005 (State Fiscal Year 2022)

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1 to read:

1.2.7.1. Not to exceed \$392,466.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|          |                          | <u>SFY 2020</u> | SFY 2021  | SFY 2022       |
|----------|--------------------------|-----------------|-----------|----------------|
| 1.2.8.1. | Leasing Expenses:        | \$5,928         | \$5,928   | \$5,928        |
| 1.2.8.2. | Supportive Services:     | \$121,624       | \$121,624 | \$121,624      |
| 1.2.8.3. | Administrative Expenses: | \$3,270         | \$3,270   | <u>\$3,270</u> |
| 1.2.8.4. | Total Program Amount:    | \$130,822       | \$130,822 | \$130,822      |

Tri-County Community Action Program, Inc. SS-2020-BHS-05-COORD-04-A02 All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021, subject to 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

| 6/15/2021 |  |
|-----------|--|
|-----------|--|

6/9/2021

Date

Date

| (      | Oocu3igned by:        |  |
|--------|-----------------------|--|
| l      | Christine Santaniello |  |
| Name:  | Christine Santaniello |  |
| Title: | Director              |  |

Tri-County Community Action Program, Inc.

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OccuSioned by: ranne Robillard

DEETRIDESADACT

Name: Jeanne Robillard Title: CEO

Tri-County Community Action Program, Inc.

Amendment #2

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

# OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

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:

Amendment #2

APR23'20 PH 2:43 DAS

# STATE OF NEW HAMPSHIRE

# DEPARTMENT OF HEALTH AND HUMAN SERVICES

# DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

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

Christine L. Santaniello Director

April 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46, 100% Federal Funds.

| Vendor Name                                                                               | Vendor<br>Code  | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount |
|-------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|------------------------|-------------------|
| Community<br>Action<br>Partnership<br>Strafford<br>County,<br>Dover, NH                   | 177200-<br>8004 | Statewide   | \$38,524          | \$38,524               | \$77,048          |
| Community<br>Action<br>Program<br>Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | 177203-<br>B003 | Statewide   | \$86,722          | \$86,722               | \$173,444         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$99,046          | \$101,469              | \$200,515         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$68,585          | \$68,585               | \$137,170         |

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

# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

|                                                                              |                 | Total:                                       | \$1,606,764 | \$1,657,969 | \$3,264,733 |
|------------------------------------------------------------------------------|-----------------|----------------------------------------------|-------------|-------------|-------------|
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959    | \$89,679    | \$178,638   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009 | Statewide                                    | \$130,822   | \$130,822   | \$261,644   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$273,230   | \$303,674   | \$576,904   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001 | Western<br>Rockingham<br>County              | \$267,435   | \$273,459   | \$540,894   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Súllivan<br>Counties           | \$281,824   | \$288,544   | \$570,368   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Statewide                                    | \$86,552    | \$86,552    | \$173,104   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001 | Cheshire &<br>Sullivan<br>Counties           | \$85,230    | \$87,728    | \$172,958   |
| The Lakes<br>Region Mental<br>Health Center,<br>Inc.,<br>Laconia, NH         | 154480-<br>B001 | Laconia                                      | \$99,835    | \$102,211   | \$202,046   |

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#### His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title               | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|---------------------------|---------------|-------------------|------------------------------------|-------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$1,606,764       | \$0                                | \$1,606,764       |
| 2021                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$0               | \$1,657,696                        | \$1,657,696       |
|                         |                    |                           | Total         | \$1,606,764       | \$1,657,969                        | \$3,264,733       |

# EXPLANATION

This request is Sole Source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

## Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted,

Lori A. Shibinette Commissioner



# New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

## State of New Hampshire Department of Health and Human Services Amendment #1 to the Continuum of Care, Coordinated Entry Program

This 1<sup>st</sup> Amendment to the Continuum of Care, Coordinated Entry Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange St, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2021.

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

\$261,644.

- Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.4. to read:
  - 1.2.4. Grant Numbers

1.2.4.1. NH0096L1T001803 (Grant Year 1)

1,2.4.2. NH0096L1T001904 (Grant Year 2)

4. Exhibit B. Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1 to read:

1.2.7.1 Not to exceed \$261,644

 Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Coordinated Entry Program, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program:

|          |                         | Grant Year 1   | <u>Grant Year 2</u> |
|----------|-------------------------|----------------|---------------------|
| 1.2.8.1. | Leasing Expenses        | \$5,928        | \$5,928             |
| 1.2.8.2. | Supportive Services     | \$121,624      | \$121,624           |
| 1.2.8.3. | Administrative Expenses | <u>\$3,270</u> | <u>\$3,270</u>      |
| 1.2.8.4. | Total Program Amount    | \$130,822      | \$130,822           |

Tri-County Community Action Program, Inc. SS-2020-BHS-05-COORD-04-A01 Amendment #1 Page 1 of 3 Contractor Initials



# New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

All terms and conditions of the Contract not inconsistent with this Amendment #1 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

Name: niello Title:

110: Director DEHS

Tri-County Community Action Program, Inc.

Name: Jeanne Kowilland Title: Chief Executive Officer

Trl-County Community Action Program, Inc. SS-2020-BHS-05-COORD-04-A01 Amendment #1 Page 2 of 3



# New Hampshire Department of Health and Human Services Continuum of Care, Coordinated Entry Program

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

# OFFICE OF THE ATTORNEY GENERAL

Date

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

# OFFICE OF THE SECRETARY OF STATE

Date

Name: Tille:

Tri-County Community Action Program, Inc. SS-2020-BHS-05-COORD-04-A01 Amendment#1 Page 3 of 3



Jeffrey A. Meyers Commissioner

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# JUN06'19 Pt 2:27 DAS

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# 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.go

# May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020, 100% Federal Funds.

| Vendor Name                                                                                     | Project Name                                         | Vendor #    | Location                           | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------|------------------------------------|--------------------|
| Community Action<br>Partnership Strafford County                                                | Coordinated Entry                                    | 177200-B004 | Statewide                          | \$38,524           |
| Community Action Program<br>Belknap-Merrimack Counties,<br>Inc.                                 | Coordinated Entry                                    | 177203-B003 | Statewide                          | \$86,722           |
| FIT/NHNH, Inc.                                                                                  | Concord Community<br>Leasing II Permanent<br>Housing | 157730-B001 | Concord                            | \$99,046           |
| FIT/NHNH, Inc.                                                                                  | Concord Permanent<br>Housing                         | 157730-8001 | Ćoncord                            | \$68,585           |
| The Lakes Region Mental<br>Health Center, Inc.                                                  | McGrath Street<br>Permanent Housing                  | 154480-B001 | Laconia                            | \$99,835           |
| Southwestern Community<br>Services, Inc.                                                        | Permanent Housing<br>Cheshire County                 | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$85,230           |
| Southwestern Community<br>Services, Inc.                                                        | Coordinated Entry                                    | 177511-R001 | Statewide                          | \$86,552           |
| Southwestern Community<br>Services, Inc.                                                        | Shelter Plus Care<br>Permanent Housing               | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$281,824          |
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Family Housing I<br>Permanent Housing                | 174116-R001 | Western<br>Rockingham<br>County    | \$267,435          |

# His Excellency, Governor Christopher T. Sununu

and the Honorable Council

Page 2 of 4

| Vendor Name                                                                                     | Project Name                                 | Vendor #    | Location                                     | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|-------------|----------------------------------------------|--------------------|
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Mañagement | Permanent Housing I                          | 174116-R001 | Western<br>Rockingham<br>County              | \$273,230          |
| Tri-County Community Action<br>Program, Inc.                                                    | Coordinated Entry                            | 177195-8009 | Statewide                                    | \$130,822          |
| Tri-County Community Action<br>Program, Inc.                                                    | Permanent Supportive<br>Housing I, Expansion | 177195-B009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959           |
|                                                                                                 | •                                            | ·           | Total                                        | 51,606,764         |

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Year's through the Budget Office 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 PROGRAM

| State Fiscal Year | Class/Account | Class Title                    | Job Number | Amount      |
|-------------------|---------------|--------------------------------|------------|-------------|
| 2020              | 102-500731    | Contracts for Program Services | TBD        | \$1,606,764 |
|                   |               |                                | Total      | \$1,606,764 |

# EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

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

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Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community.

A process to engage broad-based, community-wide involvement in addressing hom elessness on a year-round basis.

An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.

Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.

All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests, Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban. Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

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

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

Leffrey A. Meyers 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.

# FORM NUMBER P-37 (version 5/8/15)

# Subject: Continuum of Care, Coordinated Entry Program, SS-2020-BHS-05-Coord-04

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

# AGREEMENT

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

## **GENERAL PROVISIONS**

# I. IDENTIFICATION.

| 1.1 State Agency Name                     | 1 State Agency Name                |                     | 1.2 State Agency Address    |                               |  |
|-------------------------------------------|------------------------------------|---------------------|-----------------------------|-------------------------------|--|
| NH Department of Health and               | Human Services                     | 129 Pleasant Street |                             |                               |  |
|                                           |                                    | Concord             | I, NH 03301-3857            |                               |  |
| 1                                         |                                    |                     |                             | · · ·                         |  |
| 1.3 Contractor Name                       |                                    | L.4 Cor             | itractor Address            |                               |  |
| Tri-County Community Action Program, Inc. |                                    | 30 Exch             | ange Street                 | 1                             |  |
|                                           | •                                  | Berlin, I           | NH 03570                    | ••••                          |  |
| ł                                         | · , •                              |                     |                             | ·                             |  |
| 1.5 Contractor Phone                      | 1.6 Account Number                 | 1.7 Cor             | npletion Date               | 1.8 Price Limitation          |  |
| Number                                    | 05-95-42-423010-7927-              | June 30,            | 2020                        | \$130,822                     |  |
|                                           | 102-500731                         |                     | ·····                       |                               |  |
| 1.9 Contracting Officer for S             | tate Agency                        | 1.10 Su             | ie Agency Telephone         | t Number                      |  |
| Nathan D. White, Director                 |                                    | 603-271             | -9631                       |                               |  |
|                                           |                                    | ·                   |                             |                               |  |
|                                           | <b></b>                            | ····                | ame and Title of Con        | mater Simulary                |  |
| 1.11 Contractor Signature                 | $\wedge$ ·                         | 1.12 1              | ame and it the of Con       | anactor signifiory            |  |
| 1200                                      | . ( )                              | •                   | ١,                          |                               |  |
| 1 NGVNOL                                  | 61                                 | Too                 | ne Roballard                | CEO                           |  |
|                                           | W the shot of the                  |                     | NE DOLVIIONO                |                               |  |
| I I.I.J. Acknowledgement: Sta             | to of New Hangthine, County of     | 6002                |                             |                               |  |
| on 5/22/19 ; ber                          |                                    |                     |                             | 41-33-1.1.35                  |  |
|                                           | ore the undersigned officer, perso |                     |                             |                               |  |
|                                           | name is signed in block 3.11, and  | a acknowledg        | ed that sine executed       | this document in the capacity |  |
| indicated in block 1.12.                  |                                    |                     |                             |                               |  |
| 1.13.1 Signature of NDtary Pi             |                                    | CHRISTIN            | A MORIN, Notary Publi       | c                             |  |
| in Ville                                  | $\rightarrow$                      | State               | of New Hampshire.           |                               |  |
|                                           |                                    | My Commissio        | n Expires December 19       | , 2023                        |  |
| <u> Beal</u>                              |                                    |                     |                             |                               |  |
| 1.12.2 Hams and Title of Not              | ary or Justice of the Peace        |                     |                             |                               |  |
| Christing Mo                              | in Notary Pr                       | UDIC                |                             |                               |  |
| 1.14. State Agency Signature              |                                    | 1 S IV              | ame and Title of State      | e Agency Signatory            |  |
| United Low                                | 1000 E-010                         | 2 C'Arry            | - Drie Cash                 | iniollo, DEAS Directo         |  |
|                                           | Vig 11 _ Date: 71 01 19            |                     |                             | THANKU, MENN MARA             |  |
| 1.16 Approval by the N.H. D               | epartment of Administration Div    | Aision of Perso     | mne) <i>(if applicable)</i> |                               |  |
| By: V                                     |                                    | Director,           | On:                         | ſ                             |  |
|                                           |                                    |                     | •                           |                               |  |
| 1.17 Approval by the Attorne              | y General (Form, Substance and     | Execution) (i)      | (applicable)                | ·                             |  |
| By: & Al                                  | (N AN Contes)                      | On:                 | 6/4/19                      | .                             |  |
|                                           | or and Executive Council (if app   | plicable)           |                             |                               |  |
|                                           |                                    | ŗ                   |                             |                               |  |
| By:                                       |                                    | On:                 |                             |                               |  |
| L                                         |                                    |                     | · · ·                       |                               |  |

Page l'of 4

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 Norwithstanding 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 conveyinformation 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 (4) 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.) 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

Page 2 of 4

Contractor Initials Date 5

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 omission's 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 timited 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 carned, 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 on 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, tiabilities 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:

1

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per 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 notless 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.

Page 3 of 4

Contractor Initials

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 assignce 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

Page 4 of 4

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.

> Contractor Initials Date 5/22/19



# SCOPE OF SERVICES

Exhibit A

# . Coordinated Entry Program

# 1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:

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

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports (BHS), has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- .1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention penod, but last as long as the records are retained.
- 1.6. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific Information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit 1 for Privacy requirements.
- 1.7. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
- Failure to submit required reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by BHS.

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Exhibit A



# 2. Scope of Services

2.1. Based on the continued receipt/availability of federal funds from HUD Continuum of Care Program, the Contractor shall provide a Coordinated Entry program that shall serve approximately One Thousand Three Hundred (1300) homeless individuals or individuals at imminent risk of homelessness.

. Exhibit A

- 2.2. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 2.3. The Contractor shall support the primary goal of this program which is to identify and engage unsheltered homeless persons and persons at imminent risk of homelessness, and to provide basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.
- 2.4. To be eligible for contract services, individuals and families must be homeless as defined in HUD regulations, or at imminent risk of homelessness. The Contractor must obtain and retain appropriate documentation.
- 2.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.
- 2.6. The contractor shall participate in their regional Coordinated Entry process.

# 3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
  - 3.1.1. <u>Annual Performance Report (APR)</u>; Within thirty (30) days after the Contract/Grant Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and
  - 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

## 4. Contract Administration

- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.
- 4.3. All contract records (originals or copies made by microfilming, photocopying, or other similar methods) shall be retained for a period of five (5) years or as required by state or federal law, following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.

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# Exhibit A

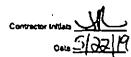
# 5. Performance Measures

- 5.1. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and all terms and conditions, and amendments thereto, as detailed in the relevant fiscal year Notice of Funding Available (NOFA) CoC Project Application approved by HUD; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
- 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

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Exhibit A Page 3 of 3





#### Exhibit B

# METHOD AND CONDITIONS PRECEDENT TO PAYMENT

# 1. Coordinated Entry Program

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:

| 1.2.1. | NH General Fund: | 0% |
|--------|------------------|----|
|        |                  |    |

**Federal Funder** 

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|--------|----------------|-------------|--------|--|
| 1.2.3. | CFDA #:        |             | 14.267 |  |

- 1.2.4. Grant Number: NH0096L1T001803
- 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)

.....

1.2.6. Program Title: Continuum of Care, Coordinated Entry

100%

- 1.2.7. Total Amount Continuum of Care;
  - 1.2.7.1. not to exceed \$130,822

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| 1.2.8.1. | Leasing Expenses:        | \$5,928   |
|----------|--------------------------|-----------|
| 1.2.8.2  | Rental Assistance:       | \$0,000   |
| 1.2.8.3. | Operating Expenses:      | \$0,000 · |
| 1.2.8.4  | Supportive Services:     | \$121,624 |
| 1.2.8.5. | Administrative Expenses: | \$3,270   |
| 1.2.8.6. | Total program amount:    | \$130.822 |

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

# 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

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

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Exhibit 8

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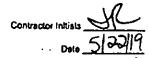




Exhibit B

- 2.2: 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.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

# 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program componants; permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

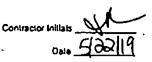
# 3.3. Match Funds;

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.
- 3.4. Payment of Project Costs:
  - 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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Exhibit B Page 2 of 10





## Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit 8. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Hometess Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.
- 3.4.5. Schedule of Payments:
  - 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
  - 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

# housingsupportsinvoices@dhhs.nh.gov

- 3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
- 3.5. Review of the State Disallowance of Costs:
  - 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
  - 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
  - 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
  - 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Exhibit B



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# 4. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, and may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B

## 5. Expense Eligibility

5.1. Based on the continued receipVavailability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

## 5.2. Operating Expenses:

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency sheller and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

## 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

| TCCAP CE SFY2020        | Exhibit B    | Contractor initials |
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| SS-2020-BHS-05-COORD-01 | Poge 4 of 10 | 0010 5/22/19        |



|                  | Exhibit B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3.2.4.         | Child Care. The costs of establishing and operating child care, and providing child-<br>care vouchers, for children from families experiencing homelessness, including<br>providing meals and snacks, and comprehensive and coordinated developmental<br>activities are eligible;                                                                                                                                                                                                                                                                                                                                             |
| 5.3.2.5.         | Education Services. The costs of improving knowledge and basic educational skills are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.3.2.6.         | Employment assistance and job training. The costs of establishing and operating<br>employment assistance and job training programs are eligible, including<br>classroom, online and/or computer instruction, on-the-job instruction, services<br>that assist individuals in securing employment, acquiring learning skills, and/or<br>increasing earning potential. The cost of providing reasonable stipends to<br>program participants in employment assistance and job training programs is also<br>an eligible cost;                                                                                                      |
| 5.3.2.7.         | Food. The cost of providing meals or groceries to program participants is eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5.3.2.8.         | Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>5.3.2.9</b> . | Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing;                                                                                                                                                                                                                                                                                                                                                    |
| 5.3.2.10.        | Life Skills training. The costs of teaching critical life management skills that may<br>never have been learned or have been lost during course of physical or mental<br>illness, domestic violence, substance abuse, and homelessness are eligible.<br>These services must be necessary to assist the program participant to function<br>independently in the community. Component life skills training are the budgeting<br>of resources and money management, household management, conflict<br>management, shopping for food and other needed items, nutrition, the use of<br>public transportation, and parent training; |
| 5.3.2.11.        | Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems;                                                                                                                                                                                |
| 5.3.2.12.        | Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>5.3.2.13.</b> | Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5,3.2.14.        | Substance abuse treatment services. The costs of program participant Intake and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

- 5.3.2.14. Substance abuse treatment services. The costs of program participant Intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible;
- 5.3.2.15. Transportation Services are described in 24CFR 578(e) (15); -

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Exhibit B

Contractor Initiats

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#### Exhibit B

- 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;
- 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);
- 5.3.2.18 Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and
- 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

## 5.4. Rental Assistance

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51, and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds <u>only</u>: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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| S5-2020-BHS-05-COORD-01 |  |

Exhibit B Page 6 of 10 Contractor Initiats



#### Exhibit B

- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.
  - 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.
- 5.5. Administrative Costs;
  - 5.5.1. Eligible administrative costs include:
    - 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
    - 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
      - 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
        - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

Contractor Initials TCCAP CE SFY2020 Exhibit B SS-2020-BHS-05-COORD-01 Page 7 of 10



|              | EXILDITE                                                                                                                                                                                                                                                         |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.5.1.2.1.   | 1.1. Preparing program budgets and schedules, and amendments to those budgets and schedules;                                                                                                                                                                     |
| 5.5.1.2.1.   | 1.2. Developing systems for assuring compliance with program requirements;                                                                                                                                                                                       |
| 5.5.1.2.1.   | <ol> <li>Developing interagency agreements and agreements with<br/>subrecipients and contractors to carry out program activities;</li> </ol>                                                                                                                     |
| 5.5.1.2.1.   | 1.4. Monitoring program activities for progress and compliance with program requirements:                                                                                                                                                                        |
| · 5.5.1.2.1. | 1.5. Preparing reports and other documents related to the program for submission to HUD;                                                                                                                                                                         |
| 5.5.1.2.1.   | 1.6. Coordinating the solution of audit and monitoring findings;                                                                                                                                                                                                 |
| 5.5.1.2.1.   | 1.7. Preparing reports and other documents directly related to the program submission to HUD;                                                                                                                                                                    |
| 5.5.1.2.1.   | 1.8. Evaluating program results against stated objectives;                                                                                                                                                                                                       |
| 5.5.1.2.1.   | 1.9. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.                                                   |
| 5.5.1.2.1.   | 1.10. Travel costs incurred for official business in carrying out the program;                                                                                                                                                                                   |
| 5.5.1.2.1.   | <ol> <li>Administrative services performed under third party contracts or<br/>agreements, including such services as general legal services,<br/>accounting services, and audit services;</li> </ol>                                                             |
| 5.5.1.2.1.   | 1.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space; |
| 5.5.1.2.1.   | 1.13. Training on Continuum of Care requirements. Costs of providing<br>training on Continuum of Care requirements and attending HUD-<br>Sponsored Continuum of Care trainings; and                                                                              |
| 5.5.1.2.1.   | 1.14. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.                                                                                                                                                 |

# 5.6. Leasing:

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

Exhibli B

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### Exhibit B

# 5.6.1. Requirements:

- 5.6.1.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
- 5.6.1.2. Leasing individual units. When the grants are used to pay rent for Individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
- 5.6.1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8).
- 5.6.1.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 5.6.1.13. The Contractor cannot lease a building that it already owns to itself.
- 5.6.1.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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## Exhibit B

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

## 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

Exhible B

**Contractor Initiats** 

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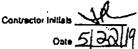


## SPECIAL PROVISIONS

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:

- 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.
- 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 egreed 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 e 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. Ronegotiate 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;

Exhibit C - Special Provisions



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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 around 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, documants 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, payrolis, 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 shell 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 agancy fiscal year. It is recommanded 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 Profil 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.

Exhibit C - Special Provisions

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Contractor Initiats



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 whatspever.

- 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: Writen 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 loward 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 wore available or required, e.g., the United States Department of Health and Human Services.
- 14. Prior Approval and Copyright Ownership: All materials (writtan, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production,, distribution or use. The OHHS 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 sarvices at such facility. If any governmental license or parmit 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 locat 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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Exhibit C - Special Provisions

Contractor Initials



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 lass 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, nationatorigin 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.
- Pllot 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.

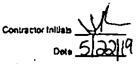
If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### 20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense datermined 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. FEDERAL/STATE LAW: Wharever 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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Exhibit C - Special Provisions



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#### REVISIONS TO STANDARD CONTRACT LANGUAGE

#### Revisions to Form P-37, General Provisions

1.1. Section 4, 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 ilmitation, 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 tegislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funds 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 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.

#### 1.2. Section 10, Termination, is emended 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 raceiving 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.

#### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initia

CUICHE13/050418

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#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federat 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 cartifies 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 angaged 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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Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2

Vendor Initiata



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 catendar 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.

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 D If there are workplaces on file that are not identified here.

Vendor Name: Tri County Community Action Arograms, INC.

Namo eanne.

Name: Jeanne Adbillard Tille: (BO

CUIDH013/110713

Exhibit D -- Certification regarding Drug Free Workplace Requirements Page 2 of 2

Date



#### CERTIFICATION REGARDING LOBBYING

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

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

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

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

- 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 subcontractor), 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 E4.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Tricounty Community Action Programs, inc.

Name: Tille: CFO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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Page 1 of 1



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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 75 regarding Debarment, Suspension, and Other Responsibility Matters, and further egrees 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

- By signing and submitting this proposal (contract), the prospective primary participant is providing the cartification 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, faiture 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 proposel (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," "inaligible," "lower lier 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 tilled "Cartification 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 cartification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involunterily 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).
- 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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Exhibit F - Certification Regarding Debarment, Susponsion And Other Responsibility Matters Page 1 of 2 Vendor Initiats



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, inaligible, 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 betlef, 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, faisification or destruction of records, making faise 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 78, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower-tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Tri-County Community Action Programs, INC.

Name: Title: CGO

Exhibit F - Cartification Regarding Debarment, Suspansion And Other Responsibility Matters Page 2 of 2

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1988 (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 Pitot 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                                                                                                                                       | Vendor Initials     |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 6/27/114      | Certification of Compliance with requirements pertaining to Federal Hondractivination, Equal Treatment of Fete-<br>and Whitesticure protections | Bernd Organizations |
| Rev. 10/21/14 | Page 1 of 2                                                                                                                                     |                     |



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 Civit Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Vendor Name: Tri-County Commynyity Action Programs, INC.

Name llar

Title: CEO

Exhibit G Vendor initials Certicator of Constance with requirements pondimine is Feetral Hondscotrination. Equal Treasment of Path Remod Organizations and Withis itowar protections . Rev. 102/1/4 Page 2 of 2 Dallo



#### 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 Medicald funds, and portions of facilities used for inpatient drug or atcohol treatment. Feilure to comply with the provisions of the law may result in the imposition of a civil monetery penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name: Tri- County Community Action Programs INC.

Nam Title

Vendor talifat

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Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1



Exhibiti

#### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

- <u>Breach</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>Business Associate</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity</u>" has the meaning given such term in section 160.103 of Title 45. Code of Federal Regulations.
- d. "<u>Designated Record Set</u>\* shall have the same meaning as the term "designated record set\* in 45 CFR Section 164.501.
- <u>"Data Aggregation</u>" 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. <u>"HITECH Act</u>" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- <u>HIPAA</u><sup>\*</sup> 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.
- "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. "<u>Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United Stales 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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Exhibit t Health Insurance Portability Act Business Associate Agreement Page 1 of 6

Vendor Initials



Exhibit 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. <u>Security Rule</u> shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- <u>"Unsecured Protected Health Information</u>" 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. <u>Other Definitions</u> 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:
  - For the proper management and administration of the Business Associate;
  - 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

3/2014

Exhibit ( Health Insurance Portability Act Business Associate Agreement Page 2 of 8

Vendor Initiata



Exhibit I

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

 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:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - 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
  - 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.

- 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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Exhibit 1 Health Insurance Portability Act Business Associate Agreement Page 3 of 6

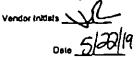




Exhibit I

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.
- 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.
- 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.
- I. 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 Hasilih Insurance Portability Act Business Associate Agreement Page 4 of 6

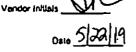




Exhibit I

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.

#### Obligations of Covered Entity (4)

- 8. 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.
- Covered Entity shall promptly notify Business Associate of any changes in, or revocation b. 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.
- Covered entity shall promptly notify Business Associate of any restrictions on the use or C. 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) <u>Miscellaneous</u>

- Definitions and Regulatory References. All terms used, but not otherwise defined herein, а. 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 emended.
- 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.
- Data Ownership. The Business Associate acknowledges that it has no ownership rights C. with respect to the PHI provided by or created on behalf of Covered Entity.
- Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved d. to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

EXMOUT Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Vendor Iniliats



Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. 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 Tri-County Community Ochon Provisions, INC. The State Name of the Vendor Representative Signatore of Authorized Representative steame Kobillar Name of Name of Authorized Representative esentative n Chief Executive Officer Title of Authorized Representative Title of Authorized Representative 5 Date

Vendor Initials

3/2014

Exhibit I -Hesith Insurance Portability Act Business Associate Agreement Page 6 of 6



#### 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 date by the end of the month, plus 30 days, in which the award or award emendment is made.

The Vandor 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 Vendor 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.

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Vendor Name: Tr. County Community Action Adyrams, INC.

Namo obiliard Title

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparancy Act (FFATA) Compliance Page 1 of 2



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#### FORM A

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

- 1. The DUNS number for your entity is: DT39767608
- 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:

 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:

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

| Name: | Amount: |
|-------|---------|
| Name: | Amount: |

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Complianco Page 2 of 2

CU/OHH(S/110713

Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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.
- "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.
- "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 Page 1 of 9



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 tinked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "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.
- "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.
  - 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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Exhibit K OHHS Information Security Requirements Page 2 of 9

Contractor Initiats

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.
- 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.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 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

- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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.
- 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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Exhibit K DHHS,information Security Requirements Page 3 of 9 Contractor Initials \_\_\_\_\_\_ Date \_\_\_\_\_\_9

Exhibit K



#### **DHHS Information Security Requirements**

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

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
  - 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
  - 11. Wireless Devices. If End User is transmitting Confidential Date 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.
- 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.
- 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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Exhibit K DHHS Information Security Requirements Page 4 of 9

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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 property 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.
  - 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 egrees 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 tifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K DHHS Information Security Requirements Page 5 of 9

Contractor Initiats



#### 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.
- 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

V5. Lost update 10/09/18

Exhibit K OHHS Information Security Requirements Page 6 of 9

Contractor Initiats



### Exhibit K DHHS Information Security Requirements

the breach.

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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology, Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This Includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - 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 <u>encrypted</u> 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 Page 7 of 9

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

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

#### V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

V5. Last update 30/09/18

Exhibit K OHHS Information Security Requirements Page 8 of 9

Contractor Initials

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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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer.

DHHSInformationSecurityOffice@dhhs.nh.gov

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Exhibit K DHHS Information Security Requirements Page 9 of 9

#### State of New Hampshire Department of Health and Human Services Amendment #3

This Amendment to the Continuum of Care, Permanent Supportive Housing I, Expansion 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 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37), and as amended on June 30, 2021, (Item #47), 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2023

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

\$359,436

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

1.2.4. Grant Numbers:

- 1.2.4.1 NH0020L1T001811 (SFY 2020) Grant Year 1
- 1.2.4.2. NH0020L1T001912 (SFY 2021) Grant Year 2
- 1.2.4.3. NH0020L1T002013 (SFY 2022) Grant Year 3
- 1.2.4.4. NH0020L1T002114 (SFY 2023) Grant Year 4
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:
  - 1.2.7.1 Not to exceed \$359,436
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| • • • • •                        |          |                |                | <u>July 1, 2022 –</u><br>June <u>30,</u> 2023 |
|----------------------------------|----------|----------------|----------------|-----------------------------------------------|
| 1.2.8.1. Rental Assistance       | \$55,440 | \$56,160       | \$56;880       | \$56,880                                      |
| 1.2.8.2. Supportive Services     | \$29,586 | \$29,586       | \$29,586       | \$29,586                                      |
| 1.2.8.3. Administrative Expenses | \$3,933  | <u>\$3,933</u> | <u>\$3,933</u> | <u>\$3,933</u>                                |
| 1.2.8.4. Total Program Amount    | \$88,959 | 89,679         | \$90,399       | \$90,399                                      |

A-S-1.2 Page 1 of 3 Contractor Initials

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 upon Governor and Council approval. .

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

State of New Hampshire Department of Health and Human Services

6/3/2022

Date

DocuSigned by: Karen Hebert 60000001D4

Name:Karen Hebert Title: Division Director

Tri-County Community Action Program, Inc. Jeanne Robillard

Name: Deanne Robillard Title: CEO

6/3/2022

Date

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

#### OFFICE OF THE ATTORNEY GENERAL

6/6/2022

Date

Poloyn Aunrino 740734544941460 Name: Robyn Guarino

Title: Attorney

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

#### OFFICE OF THE SECRETARY OF STATE

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Date

Name: Title:

A-S-1.2 Page 3 of 3

# State of New Hampshire Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM. INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020 Čertificate Number: 0005774957



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 10th day of May A.D. 2022.

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David M. Scanlan 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 Board Chair of \_\_\_\_\_\_. (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  $\underline{May}$  25<sup>th</sup>, 20<u>a</u>, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That \_Jeanne Robillard, CEO and or Randall Pilotte, CFO\_\_\_\_\_ (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: 5272022

Signature of Elected Office

Name: Sandy Alonzo Title: Board Chair

DocuSign Envelope ID: DD3C5CCF-3EA9-4C55-ABE3-8C4E291AD5DF

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| If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statem this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).         PRODUCER       FIAVCross insurance       If AVGrass insurance       If AVGrass insurance       If AVGrass insurance         FIAVCross insurance       If AVGrass insuranc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 901 on<br>03) 645-433<br>NAI<br>180 |     |
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| Manchester     NH 03101     Insurrer a:     Philadelphita Indomnity Ins Co       INSURED       Tri-County Community Action Program, Inc       30 Exchange Street       Bertin       Bertin       Bertin       REVISION NUMBER:       COVERAGES       CERTIFICATE NUMBER:       21-22 All Lines 22-23 WC       REVISION NUMBER:       THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD       INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS.       COVERAGES       CERTIFICATE MUMBER:       21-22 All Lines 22-23 WC       REVISION NUMBER:       INSURE OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD       INDICATED. NOTWITH SANDING 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.       INDICATED. NOTWITH SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.       ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. <td colsp<="" td=""><td>180</td></td>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <td>180</td>                        | 180 |
| Tri-County Community Action Program, Inc       INSURER C:       INSURACE CERTIFICATE MUMBER:       INTE INSURATION OF SUCH POLICIE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 524                                 |     |
| 30 Exchange Street  Bertin  Bertin  NH 03570  INSURER E:  INSURER F:  COVERAGES  CERTIFICATE NUMBER: 21-22 All Lines 22-23 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. NOTWITISTANDING 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.  ISR  TYPE OF INSURANCE  A  COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE  PHPK2293454  O7/01/2021 O7/01/2022 PROMUCTS - COMPROPADS  3  PROMUCTS - COMPROPADS |                                     |     |
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| Berlin         NH 03570         INSURER F :           COVERAGES         CERTIFICATE NUMBER:         21-22 All Lines 22-23 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         INDUCATED. 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.           ISM         TYPE OF INSURANCE         ADDI SUGR         POLICY NUMBER         POLICY EXP           ISD         TYPE OF INSURANCE         ADDI SUGR         POLICY NUMBER         IMM/DONYYYI         LIMITS           ISM         COMMERCIAL GENERAL LIABELITY         INSU MYD         POLICY NUMBER         POLICY FEP         POLICY EXP           ICLAIMS-MADE         OCCUR         A         PREMISES ICE DOCUMENCIAL         S         S           ICLAIMS-MADE         OCCUR         PHPK2293454         07/01/2021         07/01/2022         PRESONAL & ADV INJURY         S           IGENTIA AGGREGATE LIMIT APPLIES PER:         Loc         PHPK2293454         07/01/2021         07/01/2022         PRESONAL & ADV INJURY         S <td></td>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |     |
| Insurence:         Insurence:         Insurence:         Insurence:         Insurence:         Insurence:         This is to certify that the Policies of Insurance Listed Below have been issued to the Insured Named Above For the Policy Period         Insurence:         Insurence:       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         Insurence:       Revision Number:         Insurence:       Revision Revision Revision         Insurence:       Revision Revision         Insurence:       Revision Revision         Insurence: <td cols<="" td=""><td></td></td>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <td></td>                           |     |
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| TR     TYPE OF INSURANCE     INSD WYD     POLICY NUMBER     IMMOD/YYYY     ILMIYS       X     COMMERCIAL GENERAL LIABILITY     EACH OCCURRENCE     \$1       CLAIMS-MADE     0CCUR     0CCUR     Image: State of the state of t                                                                                                                                                                |                                     |     |
| X       COMMERCIAL GENERAL LIABILITY         CLAIMS-MADE       X         CLAIMS-MADE       CCUR         CLAIMS-MADE       X         CLAIMS-MADE       CCUR         B       PHPK2293454         O7/01/2021       07/01/2022         PERSONAL & ADV INJURY       \$ 1         GEN'L AGGREGATE LIMIT APPLIES PER:       3         X       PCUCY         JECT       LOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |     |
| A CLAIMS-MADE OCCUR<br>PHPK2293454 07/01/2021 07/01/2022 PERSONAL & ADV INJURY \$ 1<br>GENL AGGREGATE LIMIT APPLIES PER:<br>PROLICY JECT LOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | .000,000                            |     |
| A   GENL AGGREGATE LIMIT APPLIES PER:  PHPK2293454  O7/01/2021 O7/01/2022 PERSONAL & ADV INJURY  GENL AGGREGATE LIMIT APPLIES PER:  PRO- PHODUCTS - COMPROP AGG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 00,000                              |     |
| GENL AGGREGATE LIMIT APPLIES PER:     GENERAL AGGREGATE     3       X     POLICY     JECT     LOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 000                                 |     |
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| AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT & 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | .000.000                            |     |
| X ANY AUTO BODILY INJURY (Per person) 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |     |
| A OWNED SCHEDULED PHPK2293481 07/01/2021 07/01/2022 BODLY INJURY (Par accident) \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |     |
| HIRED NON-OWNED AUTOS ONLY AUTOS ONLY 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |     |
| UMBRELLA LIAB X OCCUR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 000,000                             |     |
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| DED X RETENTION \$ 10,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |     |
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| ANY PROPRIETORIPARTNER/EXECUTIVE N 4/4 HCHS20220000058/33 NHL 01/01/2022 01/01/2023 EL. EACH ACCIDENT 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 000,000                             |     |
| [Mendatory in NN] EL. DISEASE - EA EMPLOYEE \$ 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 000,000                             |     |
| DÉSCRIPTION OF OPERATIONS Delow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 000,000                             |     |
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| ESCRIPTION OF OPERATIONS / LOCATIONS / VENICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |     |

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### MISSION STATEMENT

Tri-County Communitý 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.

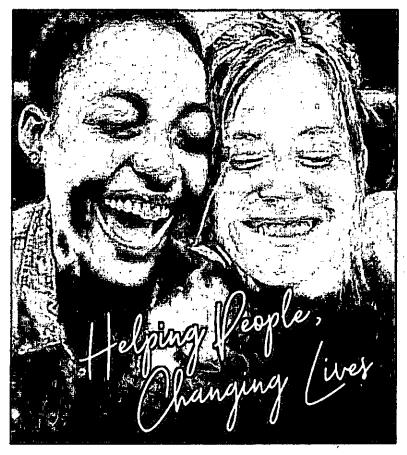
#### This Includes:

- Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
- 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.
- 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.



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, 2021 AND 2020 AND INDEPENDENT AUDITORS' REPORTS

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## TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

### CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTIJ CONWAY DOVER • CONCORD STRATHAM

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, 2021 and 2020, the related consolidated statements of functional expenses and cash flows for the years then ended, the related consolidated statement of activities for the year ended June 30, 2021, 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, 2021 and 2020, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021, 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 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, 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 control over financial reporting and compliance.

Jeone McDommell & Robuts Professional association

November 19, 2021 North Conway, New Hampshire

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# TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION JUNE 30, 2021 AND 2020

| ASSETS                                         |                       | •                     |
|------------------------------------------------|-----------------------|-----------------------|
| · · · · · · · · · · · · · · · · · · ·          | <u>2021</u>           | <u>2020</u>           |
| CURRENT ASSETS                                 |                       |                       |
| Cash and cash equivalents                      | \$ 3,237,032          | \$ 2,257,081          |
| Restricted cash, Guardianship Services Program | 1,317,839             | 796,937               |
| Accounts receivable                            | 1,617,249             | 1,322,852             |
| Property held for sale                         | -                     | 47,000                |
| Pledges receivable                             | 216,423               | 307,017               |
| Inventories                                    | 52,985                | 102,430               |
| Prepaid expenses                               | 53,594                | <u> </u>              |
| Total current assets                           | 6,495,122             | 4,911,199             |
| PROPERTY                                       |                       |                       |
| Property and equipment                         | 12,917,935            | 12,344,805            |
| Less accumulated depreciation                  | (5,850,185)           | (5,601,944)           |
| Property, net                                  | 7,067,750             | 6,742,861             |
| OTHER ASSETS                                   |                       |                       |
| Restricted cash                                | 439,822               | 384,711               |
| TOTAL ASSETS                                   | \$ 14, <u>002,694</u> | <u>\$. 12,038,771</u> |
| LIABILITIES AND NET ASSETS                     | ,<br>,                |                       |
| LIABILITIES AND NET ASSETS                     |                       |                       |
| CURRENT LIABILITIES                            |                       |                       |
| Current portion of long term debt              | \$ 129,155            | \$ 437,843            |
| Current portion of capital lease obligations   | -                     | 3,554                 |
| Accounts payable                               | 4,303                 | 180,427               |
| Accrued compensated absences                   | 233,907               | 243,779               |
| Accrued salaries                               | 383,435               | 49,059                |
| Accrued expenses                               | 266,595               | 137,304               |
| Refundable advances                            | ·324,140              | 181,463               |
| Other liabilities                              | 1,400,645             | 850,982               |
| Total current liabilities                      | 2,742,180             | 2,084,411             |
| LONG TERM DEBT                                 |                       |                       |
| Long term debt, net of current portion         | 4,577,505             | 4,792,557             |
| Total liabilities                              | 7,319,685             | 6,876,968             |
| NET ASSETS                                     |                       |                       |
| Without donor restrictions                     | 6,199,624             | 4,565,253             |
| With donor restrictions                        | 483,385               | 596,550               |
| Total net assets                               | 6,683,009             | 5,161,803             |
| TOTAL LIABILITIES AND NET ASSETS               | <u>\$ 14,002,694</u>  | <u>\$ 12,038,771</u>  |

See Notes to Consolidated Financial Statements

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## TRI-COUNTY COMMUNITY ACTION PROGRAM. INC. AND AFFILIATE

# CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2021 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

|                                              | Without Donor<br><u>Restrictions</u> | With Donor<br><u>Restrictions</u> | 2021<br><u>Total</u> | 2020<br><u>Total</u> |
|----------------------------------------------|--------------------------------------|-----------------------------------|----------------------|----------------------|
| REVENUES AND OTHER SUPPORT                   |                                      |                                   |                      |                      |
| Grants and contracts                         | \$ 18,296,354                        | \$ 415,056                        | \$ 18,711,410        | \$ 14,909,313        |
| Program funding                              | 1,177,937                            | -                                 | 1,177,937            | 1,084,133            |
| Utility programs                             | 2,659,293                            | -                                 | 2,659,293            | 1,923,653            |
| In-kind contributions                        | 364,580                              | •                                 | 364,580              | 455,826              |
| Contributions                                | 462,340                              | -                                 | 462,340              | 326,215              |
| Fundraising                                  | 1,802                                | -                                 | 1,802                | 32,544               |
| Rental income                                | 684,169                              |                                   | 684,169              | 635,559              |
| Interest income                              | 888                                  | •                                 | 888                  | 923                  |
| (Loss) gain on disposal of property          | (27,288)                             | -                                 | (27,288)             | 257,717              |
| Loss on write down of property held for sale | •                                    | -                                 | -                    | (255,492)            |
| Other revenue                                | 13,364                               | <u> </u>                          | 13.364               | 4.379                |
| Total revenues and other support             | 23,633,439                           | 415,056                           | 24,048,495           | 19,374,770           |
| NET ASSETS RELEASED FROM RESTRICTIONS        | 528,221                              | (528,221)                         | <u> </u>             | <u>-</u>             |
| Total revenues, other support, and           |                                      |                                   |                      |                      |
| net assets released from restrictions        | 24,161,660                           | (113,165)                         | 24,048,495           | 19,374,770           |
| FUNCTIONAL EXPENSES                          |                                      |                                   |                      |                      |
| Program Services:                            |                                      |                                   |                      |                      |
| Agency Fund                                  | 1,017,860                            | -                                 | 1,017,860            | 1,047,356            |
| Head Start                                   | 2,856,419                            | -                                 | 2,856,419            | 2,769,065            |
| Guardianship                                 | 760,053                              | -                                 | 760,053              | 769,597              |
| Transportation                               | 870,078                              | •                                 | 870,078              | 991,504              |
| Volunteer                                    | 96,817                               | -                                 | 96,817               | 94,845               |
| Workforce Development                        | 40,175                               | -                                 | 40,175               | 346,114              |
| Carroll County Dental                        | 669,641                              | •                                 | 669,641              | 653,810              |
| Support Center                               | 356,359                              | -                                 | 356,359              | 558,244              |
| Homeless                                     | 4,760,909                            | -                                 | 4,760,909            | 800,148              |
| Energy and Community Development             | B,541,527                            | -                                 | 8,541,527            | 7,824,201            |
| Elder                                        | 1,192,453                            | •                                 | 1,192,453            | 1,149,136            |
| Housing Services                             | . 192,010                            |                                   | 192,010              | 220,900              |
| Total program services                       | 21,354,301                           | <u></u>                           | 21,354,301           | 17,224,920           |
| Supporting Activities:                       |                                      |                                   |                      |                      |
| General and administrative                   | 1,172,988                            | -                                 | 1,172,988            | 1,062,613            |
| Fundraising                                  | .,                                   | -                                 | .,                   | 2,880                |
| ranalasnig                                   |                                      |                                   |                      |                      |
| Total supporting activities                  | 1,172,988                            | <u> </u>                          | 1,172.988            | 1,065,493            |
| Total functional expenses                    | 22,527,289                           |                                   | 22,527,289           | 18,290,413           |
| CHANGE IN NET ASSETS                         | 1,634,371                            | (113,165)                         | 1,521,206            | 1,084,357            |
| NET ASSETS, BEGINNING OF YEAR                | 4,565,253                            | 596,550                           | 5,161,803            | 4,077,449            |
| NET ASSETS, END OF YEAR                      | <u>\$ 6,199,624</u>                  | <u>\$ 483,385</u>                 | \$6,683,009          | <u>\$ 5,161,806</u>  |

See Notes to Consolidated Financial Statements

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#### CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 38, 2021

| Direct Expenses                     | AGENCY Fund         | Head Start          | <u>Guardian shin</u> | Internetation | Volunteer  | Worldonse<br>Development | Cerroll County<br><u>Dirital</u> | Support<br>Center | tionaless    | Energy and<br>Community<br>Development | Elder     | Housing<br>Services | <u>Fetai</u> | Genaral &<br><u>Administrative</u> | Fundratalinga | Tatel                  |
|-------------------------------------|---------------------|---------------------|----------------------|---------------|------------|--------------------------|----------------------------------|-------------------|--------------|----------------------------------------|-----------|---------------------|--------------|------------------------------------|---------------|------------------------|
| Payme                               | \$ 420,622 3        | 1.590.571           | \$ 518,354           | 5 427,492     | \$ 53,155  | 5 14,240                 | \$ 258,217                       | 111.200           | 5: 495,430   | 5 1,356,876 1                          | 541.938 1 | 34,064 \$           | 5.623.276    | \$ 457,959                         |               |                        |
| Payroll taxes and benefits          | 114,064             | 458.854             | 141,578              | / 66,552      | 14,240     | 5,266                    | 57,625                           | 29,302            | 124,300      | 384,850                                | 128,187   |                     | 1,549,453    | a 657,909<br>171,815               | 5 - 5         |                        |
| Assistance to clients               | 31,899              | •                   | -                    | 79,632        |            | 10,650                   |                                  | 73,957            | 3,984,734    | 5,803,029                              | 962       |                     | 9,904,863    | 1/1,813                            | •             | 1,721,268<br>9,954,853 |
| Consumable succiles                 | 15,065              | 224,233             | 9,665                | 12,788        | 6,717      | ៍នា                      | 45,030                           | 3.472             | 13,399       | 453,502                                | 298,651   | 1 275               | 1,100,370    | 13.443                             | •             |                        |
| Space costs and rentals             | 4.975               | 195.497             | 42,625               | 15.783        | 4.064      | 8,708                    | 495                              | 1,249             | 29,218       | 140,430                                | \$3,262   | 4,474               | 498,876      | 92,807                             | -             | 1,113,813              |
| Depreciation expense                | 168,408             | 55,544              |                      | 69.021        |            |                          | 40,214                           | 11,054            | 2,439        | 38,852                                 | 1,333     | 67.389              | 448,264      | 1,151                              | •             | 589,683<br>449,415     |
| in-kind expended                    |                     | 123,709             | •                    | 22.63.)       |            | -                        |                                  | 90.076            | 48,507       |                                        | 72,626    | 07,000              | 364,581      | 1,151                              | -             |                        |
| Consultants and contractors         |                     | 6,937               | 1.370                | •             | -          |                          | 291,033                          |                   |              | 44                                     | 10,318    |                     | 218,702      | 19.424                             | -             | 364,581                |
| Utilities                           | 135,721             | 25,781              | 20,811               | 14,345        | 1,535      | 1,123                    | 12,783                           | 18,170            | - 25,890     | 43.414                                 | 25.548    | 21.907              | 349,039      | 4,036                              | -             | 239,125                |
| Travel and meetings                 | 1,369               | 58,943              | 2,629                | 22,740        | 162        | 113                      | 1.379                            | 907               | 17,189       | 23,158                                 | 8,765     | 2,,,,,,             | 136,695      | 4,030                              | -             | 353,075                |
| Other direct program costs          | (36,110)            | 37.061              | 1,610                | 20,399        | 2,048      |                          | 1,249                            | 5.472             | 20,605       | 58,967                                 | 21,932    | 37,742              | 100,610      | 13.077                             | •             | 139.153                |
| Fiscal and administrative           | 1,721               | 1,005               | 10,784               | 882           | 1.047      | -                        | 7.637                            | 1,273             | 3,106        | 33,865                                 | 4,670     | 2 369               | 68,444       | 134.629                            |               | 180,050                |
| Building and grounds maintenance    | 107,973             | 21.907              | 130                  | 7.907         | 72         |                          | 4 819                            | 7.441             | 6,791        | 68,567                                 | 5,596     | 11,145              | 242,344      | 134,023                            | •             | 203,073                |
| interest expense                    | 96,971              | 16                  | 449                  | 4             |            | -                        | 39,240                           | 10                |              | 720                                    | 5,560     | 11,141              | 137,418      | (104)                              | •             | 242,344                |
| Vehicle superse                     | 2,158               |                     | •                    | 73,585        |            | -                        |                                  |                   | -            | 84,998                                 | ,         |                     | 160,739      | (104)                              | •             | 137,312                |
| Insurance                           | 43,950              | 7,079               | . 306                | 2,290         |            |                          | 1.334                            | 2,620             | 1714         | 8,491                                  | -         | 3.251               | 77,328       | 31,502                             | -             | 100,739                |
| Mointenance of equipment and rectal | (56,923)            | 51,182              |                      | 6.965         | 12.173     | -                        | (2.131)                          | 8                 | 2,559        | 24,134                                 | 12,430    | 10.822              | 70.314       | 20,351                             | -             | 108,828                |
| Final less                          | (30,511)            |                     |                      |               |            |                          | 1.748                            |                   | 1,950        | 1,323                                  | 3,212     | <u> </u>            | (22,374)     | 10,440                             | <u> </u>      | 90,665<br>(11,934)     |
| Total Direct Expenses               | 1,017,960           | 2,855,419           | .760.053             | 870,878       | 95,817     | 40,175                   | D08.641                          | 358,399           | 4,780,909    | 8,541,527                              | 1,192,453 | 192,010             | 21,354,301   | 1,177,984                          |               | 22,527,289             |
| Indicect Expenses                   |                     |                     |                      |               |            |                          |                                  |                   |              |                                        |           |                     |              |                                    |               |                        |
| Indirect costs                      | 130,691             | 292,769             |                      | 78,104        | 9,042      | 2,961                    | 72,356                           | 21,593            | 81,587       | 290,488                                | 120,217   |                     | 1,172,985    | (1,172,986)                        |               | <u> </u>               |
| Total Direct & Indirect aspenses    | <u>\$ 1,148,551</u> | <u>\$ 3,140,180</u> | 5 843,233            | \$ \$48,182   | \$ 105,850 | <u>\$ 43,138</u>         | <u>\$ 741,997</u>                | 377,962           | \$ 4,842,498 | <u>\$ 8.822,015</u> <u>\$</u>          | 1,312,670 | 192.010 \$          | 22,527,289   | <u> </u>                           | <u>ss</u>     | 22,577,289             |

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See Notes to Consolidated Financial State 5

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#### CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2020

| Offect Expenses                     | Annex Fund          | Head Start   | Guardianahio      | Iransportation | Volunteer         | Workforce<br>Development | Carroll Courty<br>Dantal | Support<br><u>Center</u> | Hometers | Evergy and<br>Community<br>Development | Etter           | Nousing<br>Services | Tetal      | General &<br>Administrative | Fundralsing        | Ictl        |
|-------------------------------------|---------------------|--------------|-------------------|----------------|-------------------|--------------------------|--------------------------|--------------------------|----------|----------------------------------------|-----------------|---------------------|------------|-----------------------------|--------------------|-------------|
| Payroll                             | \$ 238,943          | \$ 1,437,343 | \$ 505,953        | \$ 465,819     | \$ 57,33\$        | \$ 199,957               | \$ 253,458               | \$ 287,574               | 374,238  | \$ 1,141,718 \$                        | 499.173 1       | 17.920 \$           | 5,482,474  |                             | • . •              |             |
| Payroll taxes and benefits          | 71,944              | 393,287      | 136,956           | 96,585         | 16,861            | . 59,064                 | 64,265                   | 76.B17                   | 97,288   | 320,970                                | 116,173         | 11,920 0            |            |                             | s - s              | 6,130,911   |
| Assistance to clients               | 68.833              | 73           | •                 | 90,787         | •                 | 8,841                    | •                        | 65,565                   | 182,974  | 5.684,176                              | , ing, i r a    | •                   | 1,451,604  | 169,652                     | •                  | 1,621,258   |
| Consumable supplies                 | 23,124              | 181,459      | 9,940             | 6,856          | 2,392             | 2,113                    | 34,993                   | 4,796                    | 5.541    | 268,089                                | 333,333         | 265                 | 6,131,279  | -                           | •                  | 8,131,279   |
| Space costs and rentals             | 7,487               | 180,023      | 40,611            | 15,288         | 4,151             | 62,790                   |                          | 6,578                    | 25.018   | 128.812                                | 52,347          | 993                 | 873,501    | 10,768                      | -                  | 884,267     |
| Depreciation expense                | 169,309             | 61,571       | -                 | 50,162         | •                 | •                        | 43,560                   | 12,070                   | 1,433    | 36.263                                 | 3,453           | 67,389              | 523,175    | 70,855                      | •                  | 594,030     |
| In-kind expended                    | -                   | 273,662      |                   | 69,017         | 6,729             |                          |                          | 37,759                   | 57,179   |                                        | 11,250          |                     | 435,310    | 3,157                       | •                  | 438,487     |
| Consultants and contractors         | 2.206               | 9,412        | 3,848             |                | •                 |                          | 198,772                  |                          |          | 325                                    | 19,446          | -                   | 455,826    | •                           | •                  | 453,826     |
| Udities                             | 151,798             | 24,785       | 18,037            | 16,499         | 1,335             | 8,989                    | 10.474                   | 25.964                   | 23.398   | 42,516                                 | 25,060          | 25,305              | 234,009    | 13,749                      | •                  | 247,758     |
| Travel and meetings                 | 347                 | 68,974       | 20,039            | 54,002         | 254               | 5,936                    |                          | 6,425                    | 14,740   | 22,171                                 | 25,060          | 23,305              | 373,161    | 6,903                       | •                  | 380,054     |
| Other direct program costs          | 45,642              | 52,207       | 1,745             | 17,586         | 2,992             | . 200                    | 1.749                    | 678                      | 5,825    | 30,991                                 | 44.545          | 643<br>56,950       | 214,348    | 18,804                      | •                  | 231,152     |
| Fiscal and administrative           | 18,635              | 2,041        | 24,509            | 900            | 1,045             | 220                      |                          | 2,499                    | 2,350    | 29.497                                 | 4,545           | 8.013               | 261,110    | 4,561                       | 2,830              | 269,661     |
| Building and grounds maintenance    | 91,663              | 27,273       | 110               | 5,103          | · •               |                          | 6.924                    | 8,557                    | 4.657    | 731                                    | 7,355           | 18.643              | 102,752    | 76.035                      | •                  | 178,788     |
| Interest expense                    | 107,855             | 280          | 525               | 71             | 8                 |                          |                          | 102                      | -,007    | 1,983                                  | 1,355           |                     | 165,216    | •                           | •                  | 168,216     |
| Vehicle expense                     | 5,445               |              | •                 | 95,868         |                   |                          |                          |                          | -        | 79,863                                 | •               | •                   | 132,768    | 531                         | -                  | 133,297     |
| heurance                            | 47,076              | 7,355        | 454               | 2,112          | 1,153             | -                        | 1.209                    | 2,708                    | 3.224    | 6,840                                  |                 |                     | 181,175    | -                           | •                  | 181,176     |
| Maintenance of equipment and restal | 5,737               | 51,005       | 5,772             | 1,849          | 557               | -                        | 5.541                    | 1,322                    | 115      | 15,770                                 |                 | 3,620               | 77,764     | 31,974                      | -                  | 109,738     |
| Fixed less                          | 1,310               |              |                   |                |                   |                          | 1,585                    | -                        | 1,968    | 1,506                                  | 12,658<br>1,605 | 20,150              | 120,475    | 9,181                       | •                  | 129,658     |
|                                     |                     |              |                   |                |                   |                          |                          |                          |          |                                        | 1,003           |                     | 7,974      |                             |                    | 7,981       |
| Total Direct Expenses               | 1,047,356           | 2,769,065    | 763,587           | 991,504        | 94,845            | . 348,114                | 653,610                  | \$58,244                 | 800,148  | 7,824,201                              | 1,149,136       | 220,900             | 17,224,920 | 1,082,513                   | 2,880              | 18,290,413  |
| Indirect Expenses                   |                     |              |                   |                |                   |                          |                          |                          |          |                                        |                 |                     |            |                             |                    |             |
| Indirect costs                      | 99,090              | 251,005      | 80 338            | 89,181         | 9,734             |                          | 86,562                   | 46,881                   | 59,393   | 212,905                                | 116,049         | · _                 | 1,082,613  | (1,062,613)                 |                    | <u> </u>    |
| Total Direct & Indirect expenses    | <u>\$ 1,148,448</u> | \$ 3,020.070 | <u>\$ 849.935</u> | \$ 1,080,685   | <u>\$ 104,079</u> | 5                        | <u>\$ 720,372</u>        | 605,175                  | 559,541  | <u>6.037,105</u>                       | 1,255,185 \$    | 220,000 \$          | 18,287,533 | <b></b> ;                   | <u>\$ 7,880 \$</u> | 18,290,4 (3 |

See Notes to Consolidated Financial Statements

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# CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

|                                                      | <u>2021</u>       | <u>2020</u>         |
|------------------------------------------------------|-------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES                 | e 4 504 000       | e 4004 357          |
| Change in net assets                                 | \$ 1,521,206      | \$ 1,084,357        |
| Adjustments to reconcile change in net assets to     |                   |                     |
| net cash provided by operating activities:           | 450,040           | 436 107             |
| Depreciation and amortization                        | 450,040           | 436,197             |
| Loss (gain) on disposal of property                  | 27,288            | (2,225)             |
| (Increase) decrease in assets:                       |                   | (40.300)            |
| Accounts receivable                                  | (294,397)         | (48,769)            |
| Pledges receivable                                   | 90,594            | (75,856)            |
| Inventories                                          | 49,445            | (16,544)            |
| Prepaid expenses                                     | 24,288            | (43,845)            |
| Increase (decrease) in liabilities:                  |                   |                     |
| Accounts payable                                     | (176,124)         | ·(41,144)           |
| Accrued compensated absences                         | (9,872)           | 39,700              |
| Accrued salaries                                     | 334,376           | (161,893)           |
| Accrued expenses                                     | 129,291           | 47,780              |
| Refundable advances                                  | 142,677           | (15,694)            |
| Other liabilities                                    | 549,663           | 252,787             |
|                                                      | <u></u>           |                     |
| NET CASH PROVIDED BY OPERATING ACTIVITIES            | 2,838,475         | 1,454,851           |
| CASH FLOWS FROM INVESTING ACTIVITIES                 |                   |                     |
| Proceeds from disposal of property                   | 25.000            | 4,495               |
|                                                      | (780,217)         | (273,711)           |
| Purchases of property and equipment                  |                   |                     |
| NET CASH USED IN INVESTING ACTIVITIES                | (755,217)         | (269,216)           |
| CASH FLOWS FROM FINANCING ACTIVITIES                 |                   |                     |
|                                                      | (523,740)         | (145,884)           |
| Repayment on long-term debt                          | (3,554)           | (4,671)             |
| Repayment on capital lease obligations               |                   |                     |
| NET CASH USED IN FINANCING ACTIVITIES                | (527,294)         | (150,555)           |
| NET INCREASE IN CASH AND RESTRICTED CASH             | 1,555,964         | 1,035,080           |
| CASH AND RESTRICTED CASH, BEGINNING OF YEAR          | 3,438,729         | 2,403,649           |
| CASH AND RESTRICTED CASH, END OF YEAR                | \$ 4,994,693      | <u>\$ 3,438,729</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW<br>INFORMATION: |                   |                     |
| Cash paid during the year for:<br>Interest           | <u>\$ 135,643</u> | <u>\$ 131,879</u>   |

See Notes to Consolidated Financial Statements

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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.

# <u>Guardianship</u>

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

#### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

#### <u>Volunteer</u>

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 28,000 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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 a help preserve older housing stock.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

## **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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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:

<u>Net assets without donor restrictions</u> 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.

<u>Net assets with donor restrictions</u> 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 \$483,385 and \$596,550 at June 30, 2021 and 2020, respectively. See **Note 13**.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

#### **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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Estimated useful lives are as follows:

Buildings and improvements Vehicles Furniture and equipment 20 to 40 years 5 to 8.5 years 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 \$324,140 and \$181,463 as of June 30, 2021 and 2020, respectively.

#### Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, Accounting for Income Taxes, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. 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).

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# 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, 2021 and 2020, 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 at that time.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# 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, 2021 and 2020.

As of June 30, 2021 and 2020, 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 \$216,423 and \$307,017, 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

**<u>Program salaries and related expenses</u>** 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.

<u>Workers Compensation expenses</u> 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.

<u>Paid Leave</u> is charged to a leave pool and is allocated to each program as a percentage of total salaries.

<u>Fringe Benefits</u> 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.

<u>Other occupancy expenses</u> 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.

<u>Insurance</u>: 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.

<u>The remaining shared expenses</u> 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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, 2020, 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, 2020 was 10.80%. The actual rate for the year ended June 30, 2021 was approximately 11.37%, 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, 2021 and 2020 was \$28,130 and \$25,483, 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 2021 and 2020.

# Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

#### New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# Other Matters

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect 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.

During the years ended June 30, 2021 and 2020, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

# NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

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|                                                                                                                       | <u>2021</u>                                 | <u>2020</u>                                    |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------|
| Financial assets at year-end:<br>Cash and cash equivalents, undesignated<br>Accounts receivable<br>Pledges receivable | \$ 3,237,032<br>1,617,249<br><u>216,423</u> | \$    2,257,081<br>1,322,852<br><u>307,017</u> |
| Total financial assets                                                                                                | 5,070,704                                   | 3,886,950                                      |
| Less amounts not available to be used within one year:                                                                |                                             |                                                |
| Net assets with donor restrictions                                                                                    | 483,385                                     | 596,550                                        |
| Less net assets with time restrictions to be<br>met in less than a year                                               | (412,665)                                   | (410,015)                                      |
| Amounts not available within one year                                                                                 | 70,720                                      | 186,535                                        |
| Financial assets available to meet general expenditures over the next twelve months                                   | <u>\$ 4.999.984</u>                         | <u>\$ 3.700.415</u>                            |

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,569,000 and \$2,860,000 at June 30, 2021 and 2020, respectively.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

#### NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to \$250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

| ·                                                                          | <u>2021</u>                                 | 2020                                      |
|----------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------|
| Cash, operations<br>Restricted cash, current<br>Restricted cash, long term | \$ 3,237,032<br>1,317,839<br><u>439,822</u> | \$ 2,257,081<br>796,937<br><u>384,711</u> |
| Total cash and restricted cash                                             | <u>\$ 4.994.693</u>                         | <u>\$ 3.438.729</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 U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2021 and 2020 was \$20,059 and \$20,040, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2021 and 2020. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2021 and 2020 was \$174,755 and \$174,626, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

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# TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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, 2021 and 2020 was \$1,317,839 and \$796,937, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2021 and 2020 was \$1,317,839 and \$796,937, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2021 and 2020 was \$245,008 and \$190,045, respectively. See Note 15.

# NOTE 4. INVENTORY

In 2021 and 2020, 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, 2021 and 2020 consists of weatherization materials, totaling \$52;985 and \$102,430, respectively.

# NOTE 5. PROPERTY

Property consists of the following at June 30, 2021:

|                                       | Capitalized<br><u>Cost</u> | Accumulated<br>Depreciation | Net<br><u>Book Value</u>  |
|---------------------------------------|----------------------------|-----------------------------|---------------------------|
| Building<br>Equipment<br>Construction | \$  9,931,953<br>2,394,489 | \$ 4,233,084<br>1,617,101   | \$ 5,698,869<br>777,388   |
| in progress                           | 172,653<br><u>418,840</u>  | -                           | 172,653<br><u>418,840</u> |
|                                       | <u>\$12,917,935</u>        | <u>\$ 5.850.185</u>         | <u>\$ 7.067.750</u>       |

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Property consists of the following at June 30, 2020:-

|                                       | Capitalized               | Accumulated               | Net                     |
|---------------------------------------|---------------------------|---------------------------|-------------------------|
|                                       | <u>Cost</u>               | Depreciation              | <u>Book Value</u>       |
| Building<br>Equipment<br>Construction | \$ 9,810,288<br>2,105,950 | \$ 3,753,302<br>1,848,642 | \$ 6,056,986<br>257,308 |
| in progress                           | 4,727                     |                           | 4,727                   |
| Land                                  | 423,840                   |                           | <u>423,840</u>          |
|                                       | <u>\$12.344.805</u>       | <u>\$ 5.601.944</u>       | <u>\$ 6.742.861</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, 2021 and 2020 totaled \$449,153 and \$435,310, respectively.

The Organization had property held for sale at June 30, 2020 amounting to \$47,000, which was classified as a current asset in the accompanying consolidated statements of financial position at June 30, 2020. The total loss on the write down to fair value of this property was \$255,492 in 2020.

# NOTE 6. ACCRUED EARNED TIME

For the years ending June 30, 2021 and 2020, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2021 and 2020, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$233,907 and \$243,779, respectively.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

| Note payable with the USDA requiring 360 monthly                                                                                                                                                                                                                                             | <u>2021</u> | <u>2020</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| installments of \$1,664, including interest at 5% per<br>annum. Secured by general business assets. Final<br>installment due January 2027.                                                                                                                                                   | \$ 96,062   | \$ 110,824  |
| Note payable with a bank requiring 120 monthly<br>installments of \$2,936, including interest at 4% per<br>annum. Secured by first mortgages on two<br>commercial properties. Final installment due April<br>2031.                                                                           | 285,268     | 307,719     |
| Note payable with a bank requiring 60 monthly<br>nstallments of \$459, including interest at 5% per<br>annum. This note was an unsecured line of credit<br>that was converted to a term loan during the year<br>ended June 30, 2016 and was paid off during the<br>year ended June 30, 2021. |             | 4,478       |
| Note payable to a financing company requiring 72<br>monthly installments of \$312, including interest at<br>5.49% per annum. Secured by the Organization's<br>vehicle. This note was paid off during the year<br>ended June 30, 2021.                                                        | ^ -         | 4,228       |
| Note payable to a financing company requiring 72<br>monthly installments of \$313, including interest at<br>5.54% per annum. Secured by the Organization's<br>vehicle. This note was paid off during the year<br>ended June 30, 2021.                                                        | <br>-       | 3,948       |
| Note payable to a financing company requiring 60<br>monthly installments of \$143, including interest at<br>5.99% per annum. Secured by the Organization's<br>vehicle. This note was paid off during the year ended<br>June 30, 2021.                                                        | _           | 705         |

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# TRI-COUNTY COMMUNITY ACTION PROGRAM. INC. AND AFFILIATE

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

|                                                                                                                                                                                                                                                                                                                                                                         | <u>2021</u>                  | <u>2020</u>            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------|
| Note payable to a financing company requiring 72<br>monthly installments of \$248, including interest at<br>6.10% per annum. Secured by the Organization's<br>vehicle. This note was paid off during the year<br>ended June 30, 2021.                                                                                                                                   | -                            | 7,294                  |
| 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. This note was paid off during the year ended June 30, 2021.                                                                                                                                            | -                            | 387,227                |
| Bond payable with a bank requiring monthly<br>installments of \$14,485, including interest of 2.75%<br>plus the bank's internal cost of funds multiplied by<br>67% with an indicative rate of 3.28%. Secured by<br>first commercial real estate mortgage on various<br>properties and assignments of rents at various<br>properties. Final installment due August 2040. | 2,467,774                    | 2,547,308              |
| Cornerstone Housing North, Inc. capital advance<br>due to the U.S. Department of Housing and Urban<br>Development. This capital advance is not subject to<br>interest or principal amortization and will be forgiven<br>after 40 years, or in August 2047.                                                                                                              | 1,617,600                    | 1,617,600              |
| Cornerstone Housing North, Inc. mortgage payable<br>due to New Hampshire Housing Finance Authority.<br>The mortgage is not subject to interest or principal<br>amortization. Payments are deferred for 40 years;<br>final payment due in August 2047.                                                                                                                   | 250,000                      | 250,000                |
| Total long term debt before unamortized debt<br>issuance costs<br>Unamortized debt issuance costs                                                                                                                                                                                                                                                                       | 4,716,704<br><u>(10,044)</u> | 5,241,331<br>(10,931)  |
| Total long term debt<br>Less current portion due within one year                                                                                                                                                                                                                                                                                                        | 4,706,660<br>(129,155)       | 5,230,400<br>(437,843) |
|                                                                                                                                                                                                                                                                                                                                                                         | <u>\$ 4.577.505</u>          | <u>\$ 4.792.557</u>    |
|                                                                                                                                                                                                                                                                                                                                                                         | ۰ (                          |                        |

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

The scheduled maturities of long-term debt as of June 30, 2021 were as follows:

| Years ending<br>June 30 | <u>Amount</u>          |
|-------------------------|------------------------|
| 2022                    | \$<br>129,155          |
| 2023                    | 134,452                |
| 2024                    | 139,961                |
| 2025                    | 145,697                |
| 2026                    | 151,677                |
| Thereafter              | <br>4,015,762          |
|                         | \$<br><u>4.716.704</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, which expired 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, which expired in May 2021. The assets and liabilities under the capital leases were 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, 2021 and 2020, consisted of the following:

Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease was secured by the phone system and matured in November 2020.

Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease was secured by a copier and matured in March 2021.

|             | <u>2021</u> |   | <u>2020</u> |       |  |
|-------------|-------------|---|-------------|-------|--|
| <b>,</b> \$ |             | - | \$<br>,     | 1,213 |  |
|             |             | - |             | 944   |  |

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

|                                                                                                                                                                                             | <u>2021</u> | <u>2020</u>                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------|
| Lease payable to a financing company with<br>monthly installments of \$122 for principal and<br>interest at 8.918% per annum. The lease was<br>secured by a copier and matured in May 2021. | <u> </u>    | <u> </u>                             |
| Less current portion                                                                                                                                                                        |             | 3,554<br><u>(3,554)</u><br><u>\$</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, 2021 and 2020. The line is subject to renewal each January.

# NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2021 and 2020, the annual rent expense for leased facilities and office equipment totaled \$138,598 and \$181,004, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2021, are as follows:

| Years ending<br>June 30 | Amount            |  |
|-------------------------|-------------------|--|
| 2022                    | \$ 127,467        |  |
| 2023                    | 65,722            |  |
| 2024                    | 43,884            |  |
| 2025                    | 43,884            |  |
| 2026                    | 42,869            |  |
| Thereafter              | 3,512             |  |
|                         | <u>\$ 327.338</u> |  |

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# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

# 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, 2021 and 2020, approximately \$18,238,690 (76%) and \$14,380,020 (74%), 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, 2021 and 2020, approximately 67% and 68%, respectively, of the Organization's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

## NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2021 and 2020:

| Restricted Buildings         39,913         85,713           Loans - HSGP         24,403         22,029           FAP/EAP         16,330         24,350           RSVP Program Funds         5,887         5,887           Head Start         5,856         -           RSVP - Matter to Balance         500         500           10 Bricks Shelter Funds         17         -           DOE         -         46,287 |                                                                                                                                                                                                       | <u>2021</u>                                                          | <u>2020</u>                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Loans – HHARLF – 104<br>Coronavirus Response <u>– 94</u>                                                                                                                                                                                                                                                                                                                                                               | FAP<br>Restricted Buildings<br>Loans – HSGP<br>FAP/EAP<br>RSVP Program Funds<br>Head Start<br>RSVP – Matter to Balance<br>10 Bricks Shelter Funds<br>DOE<br>Donations to Maple Fund<br>Loans – HHARLF | \$<br>174,056<br>39,913<br>24,403<br>16,330<br>5,887<br>5,856<br>500 | 102,998<br>85,713<br>22,029<br>24,350<br>5,887<br>500<br>46,287<br>1,571<br>104 |

Total net assets with donor restrictions

<u>\$ 438.385</u> <u>\$ 596.550</u>

## 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2021, 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 \$181,723 and \$155,278 were held in a segregated account at June 30, 2021 and 2020, 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 \$59,517 and \$31,049 were held in a segregated account for the years ended June 30, 2021 and 2020, 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.

# NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

In accordance with the policy noted above, the Organization was required to remit funds to HUD totaling \$31,412 during the year ended June 30, 2020. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment during the year ended June 30, 2020.

# 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 November 19, 2021, 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, 2021

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| FEDERAL GRANTOR/PROGRAM TITLE                                                                                                     | FEDERAL         | PASS-THROUGH<br>GRANTOR'S NAME                                        | GRANTOR'S<br>IDENTIFYING<br>NUMBER | FEDERAL<br>EXPENDITURES |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------|------------------------------------|-------------------------|
| S. Department of Heatth and Human Services                                                                                        |                 |                                                                       |                                    |                         |
| EAD START CLUSTER                                                                                                                 |                 |                                                                       |                                    |                         |
| ead Start                                                                                                                         | 93.600          |                                                                       | 01CH10000-06-00                    | \$ 1.811.807            |
| ead Start                                                                                                                         | 93.600          |                                                                       | 01CH011938-01-00                   | 1,100,815               |
|                                                                                                                                   | 93.600          |                                                                       | 0101011300-01-00                   | 44,544                  |
| RSSA-Head Start                                                                                                                   | 93.000          |                                                                       | CLUSTER TOTAL                      | 2,957 166               |
| ow-Income Home Energy Assistance                                                                                                  | 93,568          | State of New Hamoshire Office of Energy and Planning                  | G-2081NHLIEA                       | 171.618                 |
| ow-Income Home Energy Assistance                                                                                                  | 93,568          | State of New Hampshire Office of Energy and Planning                  | G-21BINHLIEA                       | 4,633,072               |
| V-Low-Income Home Energy Assistance                                                                                               | 93.568          | State of New Hamoshire Office of Energy and Planning                  | 2001NHE5C3                         | 787,280                 |
|                                                                                                                                   | 93.568          | State of New Hampshire Office of Energy and Planning                  | G-2081NHLIEA 1056420               | (12,553                 |
| pw-Income Home Energy Assistance                                                                                                  | 93.568          | State of New Hampshire Office of Energy and Planning                  | G-21B1NHLIEA 1056420               | 227,527                 |
| ow-Income Home Energy Assistance                                                                                                  | 93.300          | 2016 of Uew Halldering Office of Elergy and Hallenig                  | TOTAL                              | 6,008,950               |
| GING CLUSTER                                                                                                                      |                 |                                                                       |                                    |                         |
| pecial 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                         | 6,489                   |
| pecial 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                         | 81,322                  |
|                                                                                                                                   |                 | · · · · · · · · · · · · · · · · · · ·                                 | TOTAL                              | 87,811                  |
|                                                                                                                                   |                 | Cists of Manufacture bio December of Manife and Manage Convince       | 541-500386                         | 200 477                 |
| pecial Programs for the Aging - Title (II, Part C - Nutrition Services (Congregate & HD Meats)                                    | 93.045          | State of New Hampshire Department of Health and Human Services        | 541-500386                         | 300,127                 |
| V-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        |                                    | 181,544                 |
|                                                                                                                                   |                 |                                                                       | TOTAL                              | 481,871                 |
|                                                                                                                                   | 93.053          | State of New Hampshire Department of Health and Human Services        | NONE                               | 93,340                  |
| lutrition Services Incentive Program (NSIP)                                                                                       | 23.000          |                                                                       | CLUSTER TOTAL                      | 642,822                 |
|                                                                                                                                   |                 |                                                                       | CLOSTER TOTAL                      |                         |
| Community Services Block Grant                                                                                                    | 93.569          | State of New Hampshire Department of Health and Human Services        | 102-500731                         | 470,848                 |
| V - Community Services Block Grant                                                                                                | 93,569          | State of New Hampshire Department of Health and Human Services        | NONE                               | 279,400                 |
|                                                                                                                                   | +               |                                                                       | TOTAL                              | 750,248                 |
|                                                                                                                                   | 93,558          | Southern New Harnoshire Services, Inc.                                | 16-DHHS-BWW-CSP-05                 | 38,127                  |
| emporary Assistance for Needy Families (NHEP Workplace Success)                                                                   |                 |                                                                       |                                    |                         |
| remporary Assistance for Needy Families (JARC)                                                                                    | 93.558          | State of New Hampshire Department of Health and Human Services        | 1802NHTANF                         | 24,800                  |
|                                                                                                                                   |                 |                                                                       | TOTAL                              | 60,927                  |
| IV Care Formuta Grants (Ryan White Care Program)                                                                                  | 93.917          | State of New Hampshire Department of Health and Human Services        | 530-500371                         | 2,932                   |
| Social Services Block Grant (Title XX I&R) -                                                                                      | 93.667          | State of New Hampshire Department of Health and Human Services        | 545-500387                         | 104.826                 |
|                                                                                                                                   | 93,667          | State of New Hamoshire Department of Health and Human Services        | 544-500365                         | 85,043                  |
| Social Services Block Grant (Title XX HD)                                                                                         | 93.667          | State of New Hamoshire Department of Health and Human Services        | 102-500731                         | 13,524                  |
| Social Services Block Grant (Guardianship)                                                                                        | 93.007          | State of Haw manifesterie Department of measurand monitoring Services |                                    | 203.393                 |
|                                                                                                                                   |                 |                                                                       | TOTAL                              |                         |
| Promoting Sate and Stable Families/Family Violence Prevention and Services/Discretionary                                          | 93.558 & 93.592 | State of New Hampshire Coaltion against Domestic and Sexual Violence  | SPIRDV                             | 13,220                  |
| Provider Rallel Fund                                                                                                              | 93.498          |                                                                       |                                    | - 31,670                |
|                                                                                                                                   |                 | Characterization (Manageria) and Strangeria Discover of Manageria     | 05-95-42-423010-7925               | 52,37                   |
| Projects for Assistance in Transition from Homelessnees                                                                           | 93.150          | State of New Hampshire Office of Human Services, Bureau of Homeless   | 03-93-42-4230 10-7925              |                         |
| Special Programs for the Aging Title IV and Title II Discretionary Projects                                                       | 93.048          | University of New Hampshire                                           |                                    | 15,00                   |
|                                                                                                                                   | 93.048          | University of New Hampshire                                           |                                    | 19,31                   |
| CV-Speciel Programs for the Aging Title IV and Title II Discretionery Projects                                                    |                 |                                                                       |                                    |                         |
| CV-Special Programs for the Aging Title IV and Title II Discretionary Projects                                                    |                 |                                                                       | TOTAL                              | 34,31                   |
| CV-Seecial Programs for the Aging Title IV and Title II Discretionary Projects                                                    |                 |                                                                       | TOTAL                              | 34,315                  |
| CV-Special Programs for the Aging Title IV and Title II Discretionary Projects Total U.S. Department of Health and Human Services |                 |                                                                       | TOTAL                              | <u> </u>                |

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#### TRI-COUNTY COMMUNITY ACTION PROGRAM. INC.

# SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS FOR THE YEAR ENDED.JUNE 30, 2021

| FEDERAL GRANTOR/PROGRAM TITLE                                                                                                  | FEDERAL<br>ALN             | PASS-THROUGH<br>GRANTOR'S NAME                                                                                                                                                                     | GRANTOR'S<br>IDENTIFYING<br>NUMBER                                  | FEDERAL                                       |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------|
| I.S. Department of Energy                                                                                                      |                            |                                                                                                                                                                                                    |                                                                     |                                               |
| Vestherization Assistance for Low-Income Persons                                                                               | B1.042                     | State of New Hampshire Governor's Office of Energy & Community Service                                                                                                                             | EE0007935                                                           | <u>\$ 277,684</u>                             |
| Total U.S. Department of Energy                                                                                                |                            |                                                                                                                                                                                                    |                                                                     | <u>\$ 277,664</u>                             |
| S. Concoration for National and Community Service.<br>stred and Senior Volunteer Program                                       | 94.002                     |                                                                                                                                                                                                    | 19SRANH001                                                          | <u>\$ 77,198</u>                              |
| Total U.S. Corporation for National and Community Service                                                                      |                            |                                                                                                                                                                                                    |                                                                     | <u>\$ . 77,198</u>                            |
| 3. Department of Apriculture<br>ad and Adult Care Food Program<br>OD DISTRIBUTION CLUSTER                                      | 10.558                     | State of New Hampshire Department of Education                                                                                                                                                     | NONE                                                                | \$ 138,900                                    |
| nergency Food Assistance Program                                                                                               | 10.589                     | BMCAP                                                                                                                                                                                              | CLUSTER TOTAL                                                       | 17,739                                        |
| Total U.S. Department of Agriculture                                                                                           |                            |                                                                                                                                                                                                    | •                                                                   | <u>\$ 156,639</u>                             |
| 3. <u>Department of Homeland Security</u><br>argancy Food & Shalter Program (FEMA)<br>-Emergency Food & Shalter Program (FEMA) | 97.024<br>97.024           |                                                                                                                                                                                                    |                                                                     | \$ 5.886<br>22,775                            |
| Total U.S. Department of Hometand Security                                                                                     |                            |                                                                                                                                                                                                    |                                                                     | \$ 25,551                                     |
| i. <u>Department of Justice</u><br>ne Victim Assistance (VOCA)                                                                 | 18.675                     | State of New Hampshire Coalition against Domestic and Sexual Violence                                                                                                                              | VOCA                                                                | <u>\$ 112,770</u>                             |
| rual Assault Services Formula Program (SASP)                                                                                   | 16.017                     | State of New Hampshire Coeffion against Domestic and Sexual Violence                                                                                                                               | 2019-KF-AX-0043                                                     | 17,173                                        |
| W Technical Assistance Initiative                                                                                              | 16.526                     | Grafton County Court                                                                                                                                                                               | OVW-2016-13829                                                      | 13,794                                        |
| Total U.S. Department of Justice                                                                                               |                            |                                                                                                                                                                                                    |                                                                     | <u>\$ 143,737</u>                             |
| S. Department of Transportation<br>muda Grants for Rural Areas (Section 5311)                                                  | 20.509                     | State of New Hampshire Department of Transportation                                                                                                                                                | NH-18-X048                                                          | <u>\$                                    </u> |
| ANSIT SERVICES PROGRAMS CLUSTER<br>hanced Mobility of Seniors and Individuals with Disabilities                                | 20.513                     | State of New Hampshire Department of Transportation                                                                                                                                                | NH-65-X008                                                          | 6,297                                         |
|                                                                                                                                |                            |                                                                                                                                                                                                    | CLUSTER TOTAL                                                       | 6,29                                          |
| Total U.S. Department of Transportation                                                                                        |                            |                                                                                                                                                                                                    |                                                                     | 582,687                                       |
| S. <u>Department of Housing and Urban Development</u><br>nergency Solutions Grant Program                                      | 14.231<br>14.231           | State of New Hampshire Department of Health and Human Services<br>State of NH Governor's Office for Emergency Relief & Recovery                                                                    | 102-500731                                                          | \$ 62,825<br>58,804                           |
| V-Emergency Solutions Grant Program                                                                                            | 14.231                     | State of him Governoi's Onice for Enlergency here: & hecovery                                                                                                                                      | TOTAL                                                               | 121,429                                       |
| antinuum of Care Program (HOIP)<br>antinuum of Care Program (HOIP)<br>antinuum of Care Program (HOIP)                          | 14.267<br>14.267<br>14.267 | State of New Hampshire Department of Health and Human Services<br>State of New Hampshire Department of Health and Human Services<br>State of New Hampshire Department of Health and Human Services | NHC02011001811<br>SS-2019-8HHS-01-Coom-04<br>NONE<br>NHC12011G00190 | 71,885<br>130,825<br>38,165<br>14,155         |
| Continuum of Care Program (HOIP)                                                                                               | 14.257                     | State of New Hampshire Department of Health and Human Services                                                                                                                                     | TOTAL                                                               | 253,029                                       |
| Totat U.S Department of Housing and Urban Development                                                                          |                            | ,                                                                                                                                                                                                  |                                                                     | \$ 374,458                                    |

#### TRI-COUNTY COMMUNITY ACTION PROGRAM. INC.

#### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2021

| FEDERAL GRANTOR/PROGRAM TITLE                                          | FEDERAL<br>ALN | PASS-THROUGH<br>GRANTOR'S NAME                                                                                   | GRANTOR'S<br>IDENTIFYING<br>NUMBER | FEDERAL<br>EXPENDITURES    |
|------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------|
| U.S. Department of Labor<br>WIAWIOA CLUSTER                            |                |                                                                                                                  |                                    |                            |
| WIAWIOA Adult Program                                                  | . 17.258       | Southern New Hampshire Services, Inc.                                                                            | 2016-0004                          | <u>\$ 10,650</u>           |
| Total U.S. Department of Labor                                         |                |                                                                                                                  | CLUSTER TOTAL                      | <u>\$ 10,650</u>           |
| U.S. Department of the Treasury                                        | ·              |                                                                                                                  |                                    |                            |
| Coronavirus Relief Fund                                                | 21.019         | Volunteer NHI                                                                                                    |                                    | \$ 24,301                  |
| Coronavirus Relief Fund                                                | 21.019         | State of NH Governor's Office of Emergency Relief and Recovery<br>Housing Stabilization Fund                     |                                    | 1,409,876                  |
| Coronavirus Relief Fund                                                | 21.019         | State of NH Governor's Office of Emergency Relief and Recovery<br>Shetter Modification Program                   |                                    | 8,553                      |
| Coronavirus Relief Fund                                                | 21.019         | State of NH Governor's Office of Emergency Refet and Recovery<br>COVID - 19 Long Term Care Stabilization Program | ~                                  |                            |
|                                                                        |                |                                                                                                                  | TOTAL                              | <u>38,190</u><br>1,480,920 |
| Emergency Rental Assistance Program                                    | 21.023         | NH Housing Finance Authority                                                                                     |                                    | 2,639,018                  |
| Total U.S. Department of the Treasury                                  |                |                                                                                                                  |                                    | \$ 4,119,938               |
| TOTAL EXPENDITURES OF FEDERAL AWARDS                                   |                |                                                                                                                  |                                    | \$ 16,527,665              |
| NON-FEDERAL                                                            |                |                                                                                                                  |                                    |                            |
| New Hampshire Public Utilities Company - Electrical Assistance Program |                | SMCAP                                                                                                            |                                    | <u>\$ 291,216</u>          |
| · ·                                                                    |                |                                                                                                                  |                                    |                            |

#### 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, 2021. 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 Regulations, 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 not 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 reinbursement. 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 rete allowed under the Uniform Guidance.



CERTIFIED PUBLIC ACCOUNTANTS

# TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of Tri-County Community Action Program, Inc. 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 statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2021.

# 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, 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 Medomell & Rokerts Professional association

November 19, 2021 North Conway, New Hampshire



CERTIFIED PUBLIC ACCOUNTANTS

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# 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, 2021. 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 federal statutes, regulations, and the terms and conditions of 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, 2021.

# **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 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 deficiencies, in internal control over 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.

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 MiDonnell & Prokuts Profussional association

November 19, 2021 North Conway, New Hampshire

# TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

# SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2021

- 1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
- 2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- 3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
- 4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
- 5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
- 6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
- 7. The programs tested as major programs included:

U.S. Dept. of Health & Human Services, LIHEAP - ALN 93.568

U.S. Dept. of the Treasury, Coronavirus Relief Fund – ALN 21.019

U.S. Dept. of the Treasury, ERAP – ALN 21.023

U.S. Dept. of Housing and Urban Development, CoC - ALN 14.267

New Hampshire Public Utilities Company, Electrical Assistance Program (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



# **Board of Directors**

# FY2022

### **Coos County Carroll County**

# **Board Chair**

# Charles Monaghan

Sandy Alonzo

**Brian Hoffman** 

**Fay Pierce** 

.

Linda Massimilla

**Grafton County** 

# **Richard Mcleod**

**Treasurer George Sykes** 

**Ruth Heintz** 

# <u>CORE STRENGTIIS</u>

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
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

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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 Barch House Littleton, New Hampshire 2007-2015

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

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# Bookkeeper: Women's Rural Entrepreneurial Network (WREN) Bethlehem, NH current PT employment

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

# Tri-County Community Action Programs, Inc. Direct Services/Volunteer Coordinator: Support Center at Burch House Littleton, New Hampshire 1997 to 2007

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12; provide on-call coverage of crisis line

# Director: Haverhill Area Juvenile Diversion Program Woodsville, New Hampshire 1999-2001

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

# Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter Jefferson, New Hampshire 1996-1999

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

# **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 Pamily 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<br>Payroll<br>Pudgeting | Accounts Payables<br>Bank Reconciliations | Inventory<br>Accounts Receivables<br>Audits | Fixed Assets<br>Sales/Use Tax<br>Forecasting |
|----------------------------------------------|-------------------------------------------|---------------------------------------------|----------------------------------------------|
| Budgeting                                    | Cash Flow Management                      | Audits                                      | Forecasung                                   |

# 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

# Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

### Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

- Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

03/1989-09/2010

# 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

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- 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

### SHERETTA DAVIS

### ALL COMPANY AND THE COMPANY FOR THE PARTY OF 
### 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

| Name             | Job Title               | Salary    | % Paid from<br>this Contract | Amount Paid from<br>this Contract |
|------------------|-------------------------|-----------|------------------------------|-----------------------------------|
| Jeanne Robillard | Chief Executive Officer | \$120,000 | 0%                           | 0                                 |
| Randall Pilotte  | Chief Financial Officer | \$85,000  | 0%                           | 0                                 |
| Sarah Wight      | Department Head         | \$59,980  | 7%                           | \$4,198.74                        |
| Sheretta Davis   | Program Director        | \$45,000  | 8%                           | \$3,600                           |

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Lori A. Shibipette

Commissioner

Christine L. Santanicilo

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

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 Sole Source amendments with the three (3) Vendors listed in Bold in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by \$2,335,227 from \$3,848,823 to \$6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

| Vendor Name &<br>Code                                                               | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount | Current<br>Completion<br>Date | Revised<br>Completion<br>Date |
|-------------------------------------------------------------------------------------|-------------|-------------------|------------------------|-------------------|-------------------------------|-------------------------------|
| Community Action<br>Partnership<br>Strafford County,<br>Dover, NH                   | Statewide   | \$77,048          | \$38,524               | \$115,572         | June 30,<br>2021              | June 30,<br>2022              |
| #177200-B004                                                                        | ·           |                   | ļ                      |                   |                               |                               |
| Community Action<br>Program Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | Statewide   | \$173,444         | \$86,722               | \$260,166         | June 30,<br>2021              | June 30,<br>2022              |
| #177203-B003                                                                        | 1 1         |                   | 1 1                    |                   |                               |                               |
| FIT/NHNH, Inc.,<br>Manchester, NH                                                   | Concord     | \$308,452         | \$219,915              | \$528,367         | August 31,<br>2021            | August 31,<br>2022            |
| #157730-B001                                                                        | `           |                   |                        |                   |                               | · ·                           |
| FIT/NHNH, Inc.,<br>Manchester, NH                                                   | Concord     | \$137,170         | \$68,585               | \$205,755         | Jun <del>e</del> 30,<br>2021  | June 30,<br>2022              |
| #157730-8001                                                                        |             |                   |                        |                   |                               |                               |

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

# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

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|                                                                                           | Total:                                      | \$3,848,823            | \$2,335,227       | \$6,184,050          | ·                            |                    |
|-------------------------------------------------------------------------------------------|---------------------------------------------|------------------------|-------------------|----------------------|------------------------------|--------------------|
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-B009             | Grafton,<br>Coos, &<br>Carroll<br>Counties  | \$178,638              | (\$90,399         | ( <b>\$269,037</b> ) | June 30,<br>(2021            | June 30,<br>2022   |
| Tri-County<br>Community Action<br>Program Inc.,<br>Berlin, NH<br>#177195-B009             | Statewide                                   | \$261,644              | \$130,822         | \$392,466            | June 30,<br>2021             | June 30,<br>2022   |
| The Mentai Health<br>Center for<br>Southern New<br>Hampshire<br>Derry, NH<br>#174116-R001 | Western<br>Rockingham<br>& Coos<br>Counties | \$979, <del>9</del> 73 | \$758,031         | \$1,738,004          | July 31,<br>2021             | July 31,<br>2022   |
| The Mental Health<br>Center for Southern<br>New Hampshire<br>Derry, NH<br>#174118-R001    | Westem<br>Rockingham<br>County              | \$540,894              | \$286,119         | \$827,013            | June 30,<br>2021             | June 30,<br>2022   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$570,368              | \$292,036         | \$862,404            | June 30,<br>2021             | June 30,<br>2022   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Statewide                                   | \$173,104              | \$86,552<br>'     | \$259,656            | Ju <del>ne</del> 30,<br>2021 | June 30,<br>2022   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH<br>#177511-R001                 | Cheshire &<br>Sullivan<br>Counties          | \$246,042              | \$170,352         | \$416,394            | August 31,<br>2021           | August 31,<br>2022 |
| The Lakes Region<br>Mental Health<br>Center, Inc.,<br>Laconia, NH<br>#154480-8001         | Laconia                                     | \$202,046              | <b>\$</b> 107,170 | \$309,218            | June 30,<br>2021             | June 30,<br>2022   |

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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.

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

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title                | Job<br>Number | Current<br>Budget   | Increased<br>(Decreased)<br>Amount | Revised<br>Budget   |
|-------------------------|--------------------|----------------------------|---------------|---------------------|------------------------------------|---------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$1,606,764         | \$0                                | \$1,606,764         |
| 2021                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | <b>\$</b> 2,145,410 | \$0                                | \$2,145,410         |
| 2022                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$96,649            | \$2,215,928                        | <b>\$</b> 2,312,577 |
| 2023                    | 102-500731         | Contracts for<br>Prog Svcs | TBD           | \$0                 | \$119,299                          | \$119,299           |
|                         |                    |                            | Total:        | \$3,848,823         | \$2,335,227                        | \$6,184,050         |

# EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urbari Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

The Department will monitor contracted services using the following reports and information:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families in unsafe or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

ori Shebinette

Lori A. Shibinette Commissioner

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

This Amendment to the Continuum of Care, Permanent Supportive Housing I, Expansion 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 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37), 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 Standard Contract Language, Section 2, Renewal, 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, increase the price limitation, or 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 1.7, Completion Date, to read:

June 30, 2022

2. Form P-37, General Provisions, Block 1:8, Price Limitation, to read:

\$269,037

- 3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1 NH0020L1T001811 (Grant Year 1)
    - 1.2.4.2. NH0020L1T001912 (Grant Year 2)
    - 1.2.4.3. NH0020L1T002013 (Grant Year 3)
- 4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:
  - 1.2.7.1 Not to exceed \$269,037
- 5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;

|                                  | <u>Grant Year 1</u> | <u>Grant Year 2</u> | Grant Year 3   |
|----------------------------------|---------------------|---------------------|----------------|
| 1.2.8.1. Rental Assistance       | \$55,440            | \$56,160            | \$56,880       |
| 1.2.8.2. Supportive Services     | \$29,586            | \$29,586            | \$29,586       |
| 1.2.8.3. Administrative Expenses | <u>\$3,933</u>      | <u>\$3,933</u>      | <u>\$3,933</u> |
| 1.2.8.4. Total Program Amount    | \$88,959            | \$89,679            | \$90,399       |

Tri-County Community Action Program, Inc.

Contractor Initials

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

| - oocubigniko uy.     |  |  |  |  |  |
|-----------------------|--|--|--|--|--|
| Christine Santaniello |  |  |  |  |  |

6/15/2021

Name: Christine Santaniello Title: Director

Tri-County Community Action Program, Inc.

DocuSigned by: Jeanne Kobillard

Name: Jeanne Robillard Title: CEO

6/9/2021

Date

Date

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021 Date

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:

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# STATE OF NEW HAMPSHIRE

# DEPARTMENT OF HEALTH AND HUMAN SERVICES

# DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette Commissioner

Christine L. Santaniello

Director

 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 22, 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 the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by \$1,657,969 from \$1,606,764 to \$3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46. 100% Federal Funds.

| Vendor Name                                                                               | Vendor<br>Code  | Area Served | Current<br>Amount | Increase<br>(Decrease) | Revised<br>Amount |
|-------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|------------------------|-------------------|
| Community<br>Action<br>Partnership<br>Strafford<br>County,<br>Dover, NH                   | 177200-<br>B004 | Statewide   | \$38,524          | \$38,524               | \$77,048          |
| Community<br>Action<br>Program<br>Belknap-<br>Merrimack<br>Counties, Inc.,<br>Concord, NH | 177203-<br>B003 | Statewide   | \$86,722          | \$86,722               | \$173,444         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>8001 | Concord     | \$99,046          | \$101,469              | \$200,515         |
| FIT/NHNH,<br>Inc.,<br>Manchester,<br>NH                                                   | 157730-<br>B001 | Concord     | \$68,585          | \$68,585               | \$137,170         |

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

# His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 4

| The Lakes<br>Region Mental<br>Health Center,<br>Inc.,<br>Laconia, NH         | 154480-<br>B001      | Laconia                                      | \$99,835    | \$102,211   | \$202,046   |
|------------------------------------------------------------------------------|----------------------|----------------------------------------------|-------------|-------------|-------------|
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001      | Cheshire &<br>Sullivan<br>Counties           | \$85,230    | \$87,728    | \$172,958   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001      | Statewide                                    | \$86,552    | \$86,552    | \$173,104   |
| Southwestern<br>Community<br>Services, Inc.,<br>Keene, NH                    | 177511-<br>R001      | Cheshire &<br>Sullivan<br>Counties           | \$281,824   | \$288,544   | \$570,368   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001      | Western<br>Rockingham<br>County              | \$267,435   | \$273,459   | \$540,894   |
| The Mental<br>Health Center<br>for Southern<br>New<br>Hampshire<br>Derry, NH | 174116-<br>R001      | Western<br>Rockingham<br>County              | \$273,230   | \$303,674   | \$576,904   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | 177195-<br>B009      | Statewide                                    | \$130,822   | \$130,822   | \$261,644   |
| Tri-County<br>Community<br>Action<br>Program Inc.,<br>Berlin, NH             | ,<br>177195-<br>B009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959    | \$89,679    | \$178,638   |
|                                                                              |                      | Total:                                       | \$1,606,764 | \$1,657,969 | \$3,264,733 |

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### His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM

| State<br>Fiscal<br>Year | Class /<br>Account | Class Title               | Job<br>Number | Current<br>Budget | Increased<br>(Decreased)<br>Amount | Revised<br>Budget |
|-------------------------|--------------------|---------------------------|---------------|-------------------|------------------------------------|-------------------|
| 2020                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$1,606,764       | \$0                                | \$1,606,764       |
| 2021                    | 102-500731         | Contracts for<br>Prog Svc | TBD           | \$0               | \$1,657,696                        | \$1,657,696       |
|                         |                    | ,                         | Total         | \$1,606,764       | \$1,657,969                        | \$3,264,733       |

# EXPLANATION

This request is Sole Source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

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

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information

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

System, unless the vendor is required by law to use an alternate means of data collection. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

### Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted

Lori A. Shibinette Commissioner

# New Hampshire Department of Health and Human Services Continuum of Care, Permanent Supportive Housing I, Expansion Program



# State of New Hampshire

Department of Health and Human Services

Amendment #1 to the Continuum of Care, Permanent Supportive Housing I, Expansion Program

This 1<sup>st</sup> Amendment to the Continuum of Care, Permanent Supportive Housing I, Expansion Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange St, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, the Contract may be amended and extended 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, increase the price limitation, or 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:

June 30, 2021.

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

\$178.638

- 3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers:

1.2.4.1. NH0020L1T001811

1.2.4.2. NH0020L1T001912

4. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparegraph 1.2.7.1., to read:

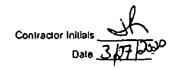
1.2.7.1 Not to exceed \$ 178,638

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| • .      |                         | <u>Grant Year 1</u> | <u>Grant Year 2</u> |
|----------|-------------------------|---------------------|---------------------|
| 1.2.8.1. | Rental Assistance       | \$55,440            | \$56,160            |
| 1.2.8.2  | Supportive Services     | \$29,586            | \$29,586            |
| 1.2.8.3. | Administrative Expenses | \$3,933             | <u>\$3,933</u>      |
| 1.2.8.4  | Total Program Amount    | \$88,959            | \$89,679            |
|          |                         |                     |                     |

Amondment #1 Page 1 of 3



New Hampshire Department of Health and Human Services Continuum of Care, Permanent Supportive Housing I, Expansion Program



All terms and conditions of the Contract not inconsistent with this Amendment #1 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

<u>3|27|2000</u> Date

Name: ntaniel Tille:  $\widehat{}$ DEHS

Tri-County Community Action Program, Inc.

Name: Jeanne Rob. Nerd Tille: Chief Executive Officer

Tri-County Community Action Program, Inc. SS-2020-BHS-04-PERMA-25-A01 Amendmant#1 Page 2 of 3



# New Hampshire Department of Health and Human Services Continuum of Care, Permanent Supportive Housing I, Expansion Program

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

### OFFICE OF THE ATTORNEY GENERAL

me: Tille:

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:

Tri-County Community Action Program, Inc. SS-2020-BHS-04-PERMA-25-A01

Amendment #1 Page 3 of 3



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# STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers Commusioner

Cortaine L. Saataniella Director 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.nb.gov

May 28, 2019

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 sole source agreements with the vendors below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$1,605,764; effective July 1, 2019, upon Governor and Executive Council approval; through June 30, 2020, 100% Federal Funds.

| Vendor Name                                                                                     | Project Name                                         | Vendor #    | Location                           | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------|------------------------------------|--------------------|
| Community Action<br>Partnership Strafford County                                                | Coordinated Entry                                    | 177200-8004 | Statewide                          | \$38,524           |
| Community Action Program<br>Belknap-Merrimack Counties,<br>Inc.                                 | Coordinated Entry                                    | 177203-B003 | Statewide                          | \$86,722           |
| FIT/NHNH, Inc.                                                                                  | Concord Community<br>Leasing II Permanent<br>Housing | 157730-B001 | Concord                            | \$99,046           |
| FIT/NHNH, Inc.                                                                                  | Concord Permanent<br>Housing                         | 157730-8001 | Concord                            | \$68,585           |
| The Lakes Region Mental<br>Health Center, Inc.                                                  | McGrath Street<br>Permanent Housing                  | 154480-8001 | Laconia                            | \$99,835           |
| Southwestern Community<br>Services, Inc.                                                        | Permanent Housing<br>Cheshire County                 | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$85,230           |
| Southwestern Community<br>Services, Inc.                                                        | Coordinated Entry                                    | 177511-R001 | Statewide                          | \$86,552           |
| Southwestern Community<br>Services, Inc.                                                        | Shelter Plus Care<br>Permanent Housing               | 177511-R001 | Cheshire &<br>Sullivan<br>Counties | \$281,824          |
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Family Housing I<br>Permanent Housing                | 174116-R001 | Western<br>Rockingham<br>County    | \$267,435          |

# His Excellency, Governor Christopher T. Sununu

and the Honorable Council

Page 2 of 4

| Vendor Name                                                                                     | Project Name                                 | Vendor #    | Location                                     | SFY 2020<br>Amount |
|-------------------------------------------------------------------------------------------------|----------------------------------------------|-------------|----------------------------------------------|--------------------|
| The Mental Health Center for<br>Southern New Hampshire<br>dba CLM Center for Life<br>Management | Permanent Housing I                          | 174116-R001 | Western<br>Rockingham<br>County              | \$273,230          |
| Tri-County Community Action<br>Program, Inc.                                                    | Coordinated Entry                            | 177195-8009 | Statewide                                    | \$130,822          |
| Tri-County Community Action<br>Program, Inc.                                                    | Permanent Supportive<br>Housing I, Expansion | 177195-B009 | Grafton,<br>Coos, and<br>Carroll<br>Counties | \$88,959           |
| ···                                                                                             |                                              | ·           | Total:                                       | 1,606,764          |

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office 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 PROGRAM

| [ | State Fiscal Year | Class/Account | Class Title                    | Job Number | Amount      | ]: |
|---|-------------------|---------------|--------------------------------|------------|-------------|----|
|   | 2020              | 102-500731    | Contracts for Program Services | TBD        | \$1,606,764 | ]  |
|   |                   |               |                                | Total      | \$1,606,764 | ]. |

### EXPLANATION

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The attached agreements represent twelve (12) of twenty-nine (29) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

A strategic planning process for addressing homelessness in the community,

A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.

 An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.

. Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.

All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Councit.

Should the Governor and Executive Council not authorize these requests, Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless:

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

Area served: Statewide

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

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,

M

Jeffrey A. Meyers 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.

FORM NUMBER P-37 (version 5/8/15) Subject: <u>Continuum of Care, Permanent Supportive Housing I. Exoansion Program, SS-2020-BHS-04-PERMA-25</u>

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     1.3 Contractor Name     Tri-County Community Action Program, Inc                                                                                                                                            |                                                                                                                                                                                                                                                                 | 1.2 State Agency Address<br>129 Picasani Street<br>Concord, NH 03301-3857                                                                                                                                                                                |                                   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--|
|                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                 | 1.4 Contractor Address<br>30 Exchange Street<br>Berlin, NH 03570                                                                                                                                                                                         |                                   |  |
| 1.5 Contractor Phone<br>Number<br>603-752-7001                                                                                                                                                                                                                                                              | 1.6 Account Number<br>05-95-42-423010-7927-102-                                                                                                                                                                                                                 | 1.7 Completion Date<br>06/30/2020                                                                                                                                                                                                                        | 1.8 Price Limitation<br>\$88,959  |  |
| 500731<br>1.9 Contracting Officer for State Agency<br>Nathan D. White, Director                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                 | 1.10 State Agency Telephone Number<br>603-271-9631                                                                                                                                                                                                       |                                   |  |
| 1.11 Contractor Signature                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                 | 1.12 Name and Tille of Contractor Signatory<br>Jeanne Robillard CEO                                                                                                                                                                                      |                                   |  |
| proven to be the person who                                                                                                                                                                                                                                                                                 | efore the undersigned officer, person<br>sc name is signed in block 1.11, and                                                                                                                                                                                   |                                                                                                                                                                                                                                                          |                                   |  |
| On 5/20/19, b<br>proven to be the person who<br>indicated in block 1.12.<br>1.13.1, Signature of Motory<br>(Seal)                                                                                                                                                                                           | efore the undersigned officer, person<br>ise name is signed in block 1.11, and<br>Public or Justice of the Peace HAISTI<br>Stat<br>My Commission                                                                                                                | acknowledged that s/he execut                                                                                                                                                                                                                            |                                   |  |
| On 5/20/19 , b<br>proven to be the person who<br>indicated in block 1.12.<br>1.13.1, Signature of Hotory<br>(Seal)<br>4.13.2 Name and Tille of M<br>Christing N                                                                                                                                             | efore the undersigned officer, person<br>ise name is signed in block 1.11, and<br>Public or Justice of the Peace<br>May Commission<br>Notary or Justice of the Peace<br>Iorin Notary Public                                                                     | Acknowledged that s/he execut<br>NA MORIN, Notary Public<br>a of New Hampshire<br>on Expires December 19, 2023                                                                                                                                           | Icd this document in the capacity |  |
| On Stadig , b<br>proven to be the person who<br>indicated in block 1.12.<br>1.13.1, Signature of Motory<br>(Seal)<br>1.13.2 Name and Tille of P<br>Christing N<br>1.14 State Agency Signan                                                                                                                  | efore the undersigned officer, person<br>ise name is signed in block 1.11, and<br>Public or Justice of the Peace<br>May Commission<br>Notary or Justice of the Peace<br>Iorin Notary Public                                                                     | Acknowledged that s/he execut<br>NA MORIN, Notary Public<br>a of New Hampantire<br>on Expires December 19, 2023                                                                                                                                          | Icd this document in the capacity |  |
| On Stadig , b<br>proven to be the person who<br>indicated in block 1.12.<br>1.13.1, Signature of Motory<br>(Seal)<br>1.13.2 Name and Tille of P<br>Christing N<br>1.14 State Agency Signan                                                                                                                  | efore the undersigned officer, person<br>ise name is signed in block 1.11, and<br>Public or Justice of the Peace (HAISTI)<br>State<br>My Commission<br>Notary or Justice of the Peace<br>Ior: NOtary Public<br>Date: 5729116                                    | Acknowledged that s/he execut<br>NA MORIN, Notary Public<br>a of New Hampantire<br>on Expires December 19, 2023                                                                                                                                          | Icd this document in the capacity |  |
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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, handicep, sexual orientation, or national origin and will take offirmative 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 (4) 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

Page 2 of 4

**Contractor Initials** 

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.) 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 deniand 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 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 Service's 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 assignce 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 \$1,000,000per 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.

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Contractor Initials

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 assignce 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.

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New Hampshire Department of Health and Human Services Continuum of Care Program



### SCOPE OF SERVICES

Exhibit A

Permanent Supportive Housing Program

# 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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; submitted to:
  - NH DHHS Bureau of Housing Supports (BHS) 129 Pleasant Street Concord, NH 03301
- 1.2. The Contractor agrees that, to the extent fulure legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.
- 1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the CoC grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are relained.
- 1.6. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and emendments thereto, as detailed in the 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit 1 for Privacy requirements.
- 1.9. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

TCCAP PSH I Extension \$5-2020-0HS-04-PERMA-25

Exhibit A



### New Hampshire Department of Health and Human Services Continuum of Care Program Exhibit A



1.10. The Contractor shall support the primary goal of this program which is to facilitate the movement of hometess and chronically hometess individuals and families to permanent housing and maximum self-sufficiency.

### 2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a permanent supportive housing program through the expansion project that delivers six (6) scattered site apartments for individuals experiencing chronic homelessness, and which includes, but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing.
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to tive in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. <u>Continuum of Care Records:</u> The Contractor shall maintain the following documentation related to establishing and operating a CoC:
    - 2.3.1.1. <u>Records of Homeless Status</u>. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b).
    - 2.3.1.2. <u>Records of at Risk of Homelessness Status</u>: The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
  - 2.3.1.3. <u>Records of Reasonable Belief of Imminent Threat of Harm.</u> The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
    - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

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Exhibit A Page 2 of 5



New Hampshire Department of Health and Human Services Continuum of Care Program



2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

Exhibit A

- 2.3.1.4. <u>Records of Annual Income.</u> For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:
  - 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
  - 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
  - 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
  - 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the wirltten certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. Program Participant Records. In addition to evidence of homelessness status or at-risk-ofhomelessness status, as applicable, the Contractor must keep records for each program participant that document:
  - 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
  - 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. <u>Housing Standards</u>. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. <u>Services Provided.</u> The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 2.4. The Contractor shall maintain records that document compliance with:
  - 2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c).

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 New Hampshire Department of Health and Human Services Continuum of Care Program



- 2.4.2: The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b).
- 2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and ratain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.

Exhibit A

- 2.6. The Contractor shall comply and retain documentation of compliance with:
  - 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g).
  - 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b).
  - 2.8.3. <u>Affirmatively Furthering Fair Housing</u> by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c).
  - 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable.
  - 2.6.5. <u>Other Records Specified by HUD</u>. The Contractor must keep other records as specified by HUD.
  - 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the Procurement Requirements in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. <u>Confidentiality</u>. In addition to meeting the specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
  - 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential as required by this Agreement and state and federal laws and regulations:
  - 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
  - 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;
- 2.8. <u>Period of Record Retention</u>, The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

### 3. Program Reporting Requirements

- 3.1. The Contractor shall submit the following reports:
  - 3.1.1. <u>Annual Performance Report (APR)</u>: Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing In particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

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Contractor Initia



3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

#### 4. Contract Administration

4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

Exhibit A

4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

### 5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the HUD New Project Application, federal fiscal year 2018, #SF-424, dated September 07, 2018; and
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

#### 6. Deliverables

- 6.1. The Contractor shall implement a Coordinated Entry System, as detailed in Section 2.1. Exhibit A, in accordance with the CoC Program Interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a permanent supportive housing program as outlined in Section 2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.
  - 6.2.1. Project outcomes shall include, but are not limited to:
    - 6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.
    - 6.2.1.2. Participants experience increased connections to:
      - 6.2.1.2.1. Financial resources such as SSI/SSDI, SNAP and cash assistance through applications done with the assistance of the case manager;
      - 6.2.1.2.2. Increased employment through availability of job training/resúme writing courses; and
      - 6.2.1.2.3. A decrease in the use of emergency services such as hospitals, jails and shelters.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

Exhibit A Page 5 of 5





Exhibit B

## METHOD AND CONDITIONS PRECEDENT TO PAYMENT

## 1. Permanent Supportive Housing Program Funding

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement 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:

| <b>1.2</b> .1. | NH General Fund: | 0%              |  |
|----------------|------------------|-----------------|--|
| 1.2.2.         | Federal Funds:   | 100%            |  |
| 1.2.3.         | CFDA #:          | 14.267          |  |
| 1.2.4.         | Grant Number:    | NH0020L1T001811 |  |

- 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)
- 1.2.6. Program Title: Continuum of Care, Permanent Supportive Housing
- 1.2.7. Total Amount Continuum of Care;

1.2.7.1. not to exceed \$88,959

1.2.8. Funds allocation under this agreement for Continuum of Care Program;

| 1.2.8.1. | Rental Assistance:       | \$55,440 |
|----------|--------------------------|----------|
| 1.2.8.2. | Supportive Services:     | \$29,586 |
| 1.2.8.3. | Administrative Expenses: | \$3,933  |
| 1.2.8.4. | Total program amount:    | \$88,959 |

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

### 2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

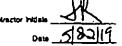
NH DHHS Bureau of Housing Supports 129 Pleasant Street Concord, NH 03301

2.2. 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.

TCCAP PSH ( Expansion

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Exhibit D Page 1 of 10





#### Exhibit B.

2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States In "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

### 3. Project Costs; Paymont 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 Public Law 102-550 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. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

### 3.3. Match Funds;

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1 Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

## 3.4. Payment of Project Costs:

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.

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ExNbh B Page 2 of 10



### Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.
- 3.4.5. Schedule of Payments:
  - 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
  - 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:

## housingsupportsinvoices@dhhs.nh.gov

3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.

### 3.5. Review of the State Disallowance of Costs:

- 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
  - 3.5.2. Upon such review, the State shall disallow any items or expenses that 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.
  - 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
- 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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Exhibit B

## 4. Use of Grant Funds

- 4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without
  - obtaining approval of the Governor and Executive Council if needed and justified.

## 5. Expense Eligibility

5.1. Based on the continued receipVavailability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

## 5.2. Operating Expenses;

- 5.2.1. Eligible operating expenses include:
  - 5.2.1.1. Maintenance and repair of housing;
  - 5.2.1.2. Property taxes and insurance (including property and car);
  - 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
  - 5.2.1.5. Utilities, including electricity, gas and water; and
  - 5.2.1.6. Furniture and equipment.
- 5.2.2. Ineligible costs include:
  - 5.2.2.1. Rental assistance and operating costs in the same project;
  - 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
  - 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

## 5.3. Supportive Services

- 5.3.1. Eligible supportive services costs must compty with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 5.3.2. Eligible costs shall include:
  - 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
  - 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
  - 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;

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Exhibit 8



| ·                | Exhibit B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3.2.4.         | Child Care. The costs of establishing and operating child care, and providing child-<br>care vouchers, for children from families experiencing homelessness, including<br>providing meals and snacks, and comprehensive and coordinated developmental<br>activities are eligible;                                                                                                                                                                                                                                                                                                                                             |
| 5.3.2.5.         | Education Services. The costs of improving knowledge and basic educational skills are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.3.2.6.         | Employment assistance and job training. The costs of establishing and operating<br>employment 'assistance and job training programs are eligible, including<br>classroom, online and/or computer instruction, on-the-job instruction, services<br>that assist individuals in securing employment, acquiring learning skills, and/or<br>increasing earning potential. The cost of providing reasonable stipends to<br>program participants in employment assistance and job training programs is also<br>an eligible cost;                                                                                                     |
| 5.3.2.7.         | Food. The cost of providing meals or groceries to program participants is eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5.3.2.8 <i>.</i> | Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>5.3.2.9</b> . | Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing:                                                                                                                                                                                                                                                                                                                                                    |
| 5.3.2.10.        | Life Skills training. The costs of leaching critical life management skills that may<br>never have been learned or have been lost during course of physical or mental<br>illness, domestic violence, substance abuse, and homelessness are eligible.<br>These services must be necessary to assist the program participant to function<br>independently in the community. Component life skills training are the budgeting<br>of resources and monay management, household management, conflict<br>management, shopping for food and other needed items, nutrition, the use of<br>public transportation, and parent training; |
| 5.3.2.11.        | Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems;                                                                                                                                                                                |
| 5.3.2.12.        | Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals;                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.3.2.13.        | Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5.3.2.14.        | Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol                                                                                                                                                                                                                                                                                                                                                                                |

5.3.2.15. Transportation Services are described in 24CFR 578(e) (15);

treatment are ineligible;

| o) (15);           | NΩ      |
|--------------------|---------|
| Contractor Inklate | JK_     |
| Dale               | 5/22/19 |

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#### Exhibit B

- 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;
- 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) (16) of this section is being directly delivered by the recipient or subracipient, eligible costs for those services are described in 24 CFR 578(e) (17);
- 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and
- 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

### 5.4. Rental Assistance

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal. State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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## New Hampshire Department of Health and Human Services Continuum of Care Program

#### Exhibit B

- 5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.
  - 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
  - 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
  - 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

## 5.5. Administrative Costs:

- 5.5.1. Eligible administrative costs include:
  - 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
  - 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
    - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro reta share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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|     | 5.5.1.2.1.1.1.         | Preparing program budgets and schedules, and amendments to those budgets and schedules;                                                                                                                                                                    |
|-----|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ١   | 5.5.1.2.1.1.2.         | Developing systems for assuring compliance with program requirements;                                                                                                                                                                                      |
| •   | 5.5.1.2.1.1.3.         | Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;                                                                                                                                       |
|     | 5.5.1.2.1.1.4.         | Monitoring program activities for progress and compliance with program requirements;                                                                                                                                                                       |
| ·   | 5.5.1.2.1.1.5.         | Preparing reports and other documents related to the program for submission to HUD;                                                                                                                                                                        |
|     | 5.5.1.2.1.1.6.         | Coordinating the solution of audit and monitoring findings;                                                                                                                                                                                                |
|     | <b>5.5.1.2.1.1.7.</b>  | Preparing reports and other documents directly related to the program submission to HUD;                                                                                                                                                                   |
|     | 5.5.1.2.1.1.8.         | Evaluating program results against stated objectives;                                                                                                                                                                                                      |
| · . | <b>5.5.1.2.1.1.9</b> . | Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1, through 5.5.1.2.1.1.8, above, Exhibit B.                                                  |
|     | 5.5.1.2.1.1.10.        | Travel costs incurred for official business in carrying out the program;                                                                                                                                                                                   |
|     | 5.5.1.2.1.1.11.        | Administrative services performed under third party contracts or<br>agreements, including such services as general legal services,<br>accounting services, and audit services;                                                                             |
|     | 5.5.1.2.1.1.12.        | Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space; |
|     | 5.5.1.2.1.1.13.        | Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and                                                                                     |
|     | 5.5.1.2.1.1.14.        | Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.                                                                                                                                                 |

## `5.6. <u>Leasinq</u>:

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

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#### Exhibit B

#### 5.6.1. Requirements:

- 5.6.1.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
- 5.6.1.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
- 5.6.1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent: from program participants must be calculated as provided in 24 CFR 578.77.
- 5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8) -
- 5.6.1.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 5.6.1.13. The Contractor cannot lease a building that it already owns to itself.
- 5.6.1.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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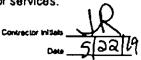




Exhibit B

- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephoné, internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

### 6. Contractor Einancial 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 nonfederal 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 2 CFR part 200 or such equivalent system as the State may require.

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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 aloresaid covenants, the Contractor hereby covenants and agrees as follows:

- 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.
- 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, gratuitles or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 8. 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 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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Exhibit C - Special Provisions Page 1 of 5



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 datermine 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 at 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 eligiblibity (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all involces 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 Qepartment within 50 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 Profil 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 faderal audit exceptions and shall ratum 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 shallnot 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.

Exhibit C - Special Provisions

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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 institut the rate of nerment bereunder. Such Financial Reports shall be submitted on the form
    - 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 shell 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 heraunder, the Contract and ell 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 end/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 Contract or 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 thefollowing 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 duly 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 Marshaland 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

Exhibit C - Special Provisions

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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 1984, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- Pllot 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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Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and 19.4 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.

#### 20. Contract Definitions:

- COSTS: Shall mean those direct and indirect items of expense determined by the Department 20.1. 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. 20.2.
- PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a 20.3. form or forms required by the Department and containing a description of the services and/or goods to be provided 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 20.4. mean that period of time or that specified activity determined by the Department and specified in Exhibit 8 of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or slate 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 time to time.
- SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this 20.6. Contract will not supplant any existing federal funds available for these services.

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#### REVISIONS TO STANDARD CONTRACT LANGUAGE

### 1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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 hereundar 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 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.

- 1.2. Section 10, 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.

#### 2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initiats

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#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

## ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department In each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification 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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Exhibit 0 ~ Certification regarding Drug Free Workplace Requirements Page 1 of 2 ndor Initials\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_



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.

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

Vendor Name: Tr-County Community Action Programs, INC

Name: Title: CEO

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Exhibit D -- Centification regarding Drug Free Workplace Requirements Page 2 of 2



#### **CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covarad): \*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:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this cartification 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 cartification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Fri-County Community Action Programs, INC.

Name (0byllerd

Tille: CEO

Exhibit E - Certification Regarding Lobbying

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective participation in this transaction 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.

B. 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 involuntarity 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).

 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

> Exhibit F - Certification Regarding Debarment, Suspension And Othor Rosponsibility Matters Page 1 of 2

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information of a participant is not required to exceed that which is normally possessed by a orudent 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, inefigible, 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 bost 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 threa-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 embezzlament, 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 ther 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 inaligible, or voluntarily excluded from participation in this transaction by any federal department or egency.
  - 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 lier 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.

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Canty Community Action Programs, IUC. Name: Title: CJ20

Exhibit F - Certification Regarding Determont, Suspension And Other Responsibility Matters Page 2 of 2

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## <u>CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO</u> <u>FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND</u> <u>WHISTLEBLOWER PROTECTIONS</u>

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

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

- the Omnibus Crime Control and Safe Streets Act of 1958 (42 U.S.C. Section 3789d) which prohibits racipiants 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 Streats 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 faderal 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 reprise 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.

Vendor Initials

Exhibit G

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

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

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

Vendor Name: To-County Community ACTIO

Date

Name: Tille: CEO



ertification of Compliance with requirements perialning to Federal Handisativity. Equal Treatmani of Fallh-Dasad Org and Whiteholower predictions

Exhibit G



#### 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 childran under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity,

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

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

Vendor Name:"

County Community Action Programs, INC. Name. lacd Tille: CEO

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Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1





Exhibit I

## HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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 <u>Definitions</u>.
- a. <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>\*Business Associate</u>\* has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Enlity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- <u>Data Aggregation</u>\* 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. <u>"HITECH Act</u>" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- <u>"HIPAA</u>" 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.
- "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. "<u>Privacy Rule</u>" 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. "<u>Protected Health Information</u>" 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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Exhibit 1 Heath Insurance Portability Act Business Associata Agreement Page 1 of 5

Vendor Initials Date 5/22/19



Exhibit I

- "<u>Required by Law</u>" 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.
- <u>"Unsecured Protected Health Information</u>" 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. <u>Other Definitions</u> 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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Exhibit I Health Insurance Portability Act Business Associate Agroement Pege 2 of 6





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

Exhibit I

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:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - 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
  - 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Vendor Initiats



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 orotected 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. Within ten (10) business days of receiving a written request from Covered Entity, g. 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. Within ten (10) business days of receiving a written request from Covered Entity for an h. 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. Business Associate shall document such disclosures of PHI and information related to i. . 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. Within ten (10) business days of receiving a written request from Covered Entity for a i. . 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. Within ten (10) business days of termination of the Agreement, for any reason, the 1. Business Associate shall return or destroy, as specified by Covered Entity, all PHI raceived 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 ι Vendor Initials 3/2014 Exhibit Health Insurance Portability Act

Business Associate Agreement Page 4 of 6

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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.
- 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) <u>Termination for Cause</u>

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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 5

Vandor Initiats



e. <u>Segregation</u>. 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.

Exhibit I 1

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 | Tri-County Community Action Propriems, INC.               |
|-----------------------------------------|-----------------------------------------------------------|
| Cliviotin Bulance                       | - Name of the Ventor                                      |
| Signature of Authorized Representative  | Signature of Authorized Representative                    |
| Name of Authorized Representative       | Jeanne Roh : Ilava .<br>Name of Authorized Representative |
| Direchr, DZ. KT                         | Chief Executive Officer                                   |
| Title of Authorized Representative      | Title of Authorized Representative                        |
| Date                                    | Date                                                      |

Vendor Initiats

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6



## 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 equat 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
- 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 stready 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 Vandor 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 Vendor agrees to provide needed information as outlined above to the NH Depertment of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name. Tr:- County Community Action Programs, INC.

Name: John Robillard

Name: Jugine Kobillar Tille: CEO

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Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Vendor Initiat



## FORM A

As the Vendor 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
- In your business or organization's preceding completed fiscal year, did your business or organization's 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; 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:

 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), 78e(d)) or section 6104 of the Internal Revenue Code of 19867

\_\_\_\_\_NO \_\_\_\_\_YES

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

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

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

| Name: | Amount: |
|-------|---------|
| Name: | Amount: |
|       |         |

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Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2



## **DHHS Information Security Requirements**

#### A. Definitions

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

- "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.
- "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.
- "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.
- "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

V5. Lost update 10/09/18

Exhibit K DHHS Information Security Requirements 2 Poge 1 of 9

Contractor initials \_\_\_\_\_ Data 5/22/19

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.
- "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.
- "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 emendments 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.
  - 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 Rute.
  - 2. The Contractor must not disclose any Confidential Information in response to a

VS. Last update 10/09/18

Exhibit K OHHS Information Security Requirements Page 2 of 9

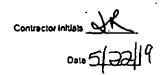


Exhibit K



## 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.
- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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.
- File Hosting Services, also known as File Sharing Siles. 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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Eichibit K DHHS Information Security Requirements Page 3 of 9

Contractor Initials Data 5/29/19

Exhibit K



## **DHHS Information Security Requirements**

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

- 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

- 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.
- 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.
- The Contractor agrees to provide security awareness and education for its End-Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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## **DHHS Information Security Requirements**

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

- 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

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- 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 sanilization, 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.
- 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.
- 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.

#### N. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 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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## **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential Information where applicable.
- 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.
- 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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safequard this information at all times.
  - 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 <u>encrypted</u> 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.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

### V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 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 end/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov.

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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