

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended September 30, 2021
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File No. 0-18492

DLH HOLDINGS CORP.

(Exact name of registrant as specified in its charter)

New Jersey

(State or other jurisdiction of
incorporation or organization)

22-1899798

(I.R.S. Employer
Identification No.)

3565 Piedmont Road, Building 3, Suite 700

Atlanta, Georgia

(Address of principal executive offices)

30305

(Zip code)

(770) 554-3545

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act

Title of each class	Trading Symbol(s)	Name of each exchange on which registered	
Common Stock	DLHC	Nasdaq	Capital Market

Securities registered pursuant to Section 12(g) of the Securities Exchange Act: **NONE**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15 (d) of the Securities Exchange Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (check one):

Large accelerated filer

Non-accelerated filer

x

Accelerated filer

Smaller Reporting Company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accountant standards provided pursuant to Section 13(a) of the Exchange Act. Yes No

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates, as of the last business day of the registrant's most recently completed second fiscal quarter, March 31, 2021, was \$54,418,928.

As of December 3, 2021 there were 12,714,269 shares of the Registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

List hereunder the following documents if incorporated by reference and the Part of the Form 10-K (e.g., Part I, Part II, etc.) into which the document is incorporated: (1) Any annual report to security holders; (2) Any proxy or information statement; and (3) Any prospectus filed pursuant to Rule 424(b) or (e) under the Securities Act of 1933.

Part III of this report incorporates information by reference from the Company's definitive proxy statement, which proxy statement is due to be filed with the Securities and Exchange Commission not later than 120 days after September 30, 2021.

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PART I

FORWARD-LOOKING STATEMENTS

Certain information included or incorporated by reference in this document may not address historical facts and, therefore, could be interpreted to be “forward-looking statements” as that term is defined in the Private Securities Litigation Reform Act of 1995 and other federal securities laws. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including projections of financial performance; statements of plans, strategies and objectives of management for future operations; any statement concerning developments, performance or industry rankings relating to products or services; any statements regarding future economic conditions or performance; any statements of assumptions underlying any of the foregoing; and any other statements that address activities, events or developments that DLH Holdings Corp and its subsidiaries (“DLH” or the “Company” and also referred to as “we,” “us” and “our”) intends, expects, projects, believes or anticipates will or may occur in the future. Forward-looking statements may be characterized by terminology such as “believe,” “anticipate,” “expect,” “should,” “intend,” “plan,” “will,” “estimates,” “projects,” “strategy” and similar expressions. These statements are based on assumptions and assessments made by the Company’s management in light of its experience and its perception of historical trends, current conditions, expected future developments and other factors it believes to be appropriate. Any such forward-looking statements are not guarantees of future performance (financial or operating), and actual results, developments and business decisions may differ materially from those envisioned by such forward-looking statements. These forward-looking statements are subject to a number of risks and uncertainties that include but are not limited to the following: the outbreak of the novel coronavirus (“COVID-19”), including the measures to reduce its spread, and its impact on the economy and demand for our services, are uncertain, cannot be predicted, and may precipitate or exacerbate other risks and uncertainties; the failure to achieve the anticipated benefits of recent acquisitions (including anticipated future financial operating performance and results); diversion of management’s attention from normal daily operations of the business and the challenges of managing larger and more widespread operations resulting from the acquisition; contract awards in connection with re-competes for present business and/or competition for new business; the risks and uncertainties associated with client interest in and purchases of new services; compliance with new bank financial and other covenants; changes in client budgetary priorities; government contract procurement (such as bid protest, small business set asides, loss of work due to organizational conflicts of interest, etc.) and termination risks; the ability to successfully integrate the operations of recent and any future acquisitions; and the other risk factors set forth under Item 1A, Risk Factors, in this Annual Report on Form 10-K and in our other SEC filings. The forward-looking statements included herein apply only as of the date of this Annual Report on Form 10-K. The Company disclaims any duty to update such forward-looking statements, all of which are expressly qualified by the foregoing, except as may be required by law.

ITEM 1. BUSINESS

Overview

DLH Holdings Corp. is a provider of technology-enabled business process outsourcing, program management solutions, and public health research and analytics; primarily focused to improve and better deploy large-scale federal health and human service initiatives. The Company derives 99% of its revenue from agencies of the Federal government, providing services to several agencies including the Department of Veteran Affairs (“VA”), Department of Health and Human Services (“HHS”), and the Department of Defense (“DoD”). Incorporated in New Jersey in 1969, the Company contracts with its government customers through its subsidiaries.

In recent years we have successfully completed acquisitions to increase future organic growth, diversify our customer base, and to expand into adjacent markets. On September 30, 2020, we acquired Irving Burton Associates, LLC (“IBA”) and on June 7, 2019, we acquired Social & Scientific Systems, Inc. (“S3”).

Our business offerings are aligned to three market focus areas within the federal health services market space.

- Defense and Veteran Health Solutions;
- Human Services and Solutions;
- Public Health and Life Sciences

Defense and Veterans’ Health Solutions: DLH provides critical healthcare, technology, and logistics solutions to the VA, Defense Health Agency (“DHA”), Tele-medicine and Advanced Technology Research Center (“TATRC”), Navy Bureau of Medicine and Surgery, and the Army Medical Research and Material Command (“MRDC”). We specialize in supporting our customers’ evolving needs by rapidly deploying resources and solutions.

The VA is responsible for delivering medical, educational, financing and other life event services to an estimated 20.3 million veterans. There are over 9 million veterans enrolled in the VA health care program which provides services that include the

distribution of prescription drugs from the network of regional processing centers. We are at the forefront of ensuring that veterans receive their out-patient prescriptions on time, each day, through the VA CMOP pharmacy program which has been recognized for service excellence, earning the JD Powers evaluation of mail order pharmacies multiple times over recent years. Further, we have supported the VA's efforts to broaden its abilities to reach veterans and their families through telemedicine technology and practices.

The DHA is a joint, integrated combat support agency whose mission is to provide a medically ready force to the Army, Navy, and Air Force. To execute this mission the DHA supports the delivery of integrated, affordable and high quality health services to the armed forces. We support their mission by providing leading technology-enabled solutions and services. These solutions and services encompass new capabilities at the forefront of technology to include artificial intelligence, machine learning, health informatics, and robotics.

Human Services and Solutions: Our customers support local communities by promoting economic, educational, and social well-being of children. The mission extends to international communities through the prevention of epidemic diseases, response to natural disasters, and development of local economies. We support our customers by providing a wide range of services and solutions to HHS, the Department of Homeland Security ("DHS"), and the Department of State ("State"). Our range of services support the critical missions of these agencies and their respective operating divisions, to include the Office of Head Start ("OHS"), Administration for Children and Families ("ACF"), the Federal Emergency Management Agency ("FEMA"), and the United States Agency of International Development ("USAID"). In this market, we combine subject matter expertise with our experience in information technology and analytics to provide large-scale program monitoring and evaluation; electronic medical records migration; data collection and management; and nutritional and social health assessments. Additionally, we also provide large-scale data analytics as well as enterprise-level IT system architecture design, migration planning, and ongoing management of system implementation and capacity building using experienced subject matter experts and project management resources.

FEMA is charged with supporting the nation before, during and after disasters. They execute their mission by building a culture of preparedness and readying the nation for catastrophic disasters. FEMA supports state and local government in their response to disasters by coordinating the federal government's response to the local jurisdiction and deploying resources to the areas of need. During the COVID-19 pandemic, we have supported FEMA's efforts by rapidly deploying specialty resources to support resource constrained health-care providers.

Public Health and Life Sciences: In this market, our customers support national interests by ensuring and enhancing our capability to fight diseases, respond to national and regional medical crises, and support the administration of providing health care benefits to senior and at-risk members of our communities. In support of this mission, we provide services to multiple operating divisions within HHS, including National Institutes of Health ("NIH"), the Center for Disease Control and Prevention ("CDC"), and Centers for Medicare and Medicaid Services ("CMS"). Many of these agencies are engaged to combat the COVID-19 pandemic in a variety of capacities and we have partnered with our customers to deliver solutions that allow the nation and its people to combat the pandemic and sustain operations and services.

Our services include clinical trials, epidemiology studies, advancing disease prevention methods and health promotion to underserved and at-risk communities. We deliver our services through development of strategic communication campaigns, research on emerging trends, health informatics analyses, and application of best practices including mobile, social, and interactive media. We leverage evidence-based methods and web technology to drive health equity to our most vulnerable populations through public engagement. Projects often involve highly specialized expertise and research methodologies.

The following table summarizes the revenues by market for the years ended September 30, 2021 and 2020, respectively:

(Amounts in thousands)	Year Ended September 30,			
	2021		2020	
	Revenue	Percent of total revenue	Revenue	Percent of total revenue
Defense/VA	\$ 141,435	57 %	\$ 101,656	49 %
Human Services and Solutions	37,260	15 %	40,962	20 %
Public Health/Life Sciences	67,399	28 %	66,567	31 %
Total Revenue	\$ 246,094	100 %	\$ 209,185	100 %

Capabilities and certifications

We continue to invest in credentials that drive excellence in our support to current clients and create differentiation as we compete in this space. These investments include development of secure IT platforms, sophisticated data analytic tools and techniques, and implementation of a lean six sigma environment. We are actively pursuing additional credentials that will support our customer's needs in providing a secure cloud computing environment.

Our InfiniByte® Cloud solution has achieved FedRAMP In Process status and received agency authorization. It is currently under review by the General Services Administration ("GSA") review for being listed on the public market place, further enhancing our ability to demonstrate our technical expertise and offer our customers a secure cloud environment. We have invested in agile software development credentials for our technical staff, and have achieved Capability Maturity Model Integration ("CMMI") level 3. We believe that these qualifications will further enhance our value propositions for current programs, as well as future business we pursue. In addition, we continue to build upon our heritage of excellent customer satisfaction in support of key federal programs. We have achieved Joint Commission certification for the safety and quality of our healthcare services delivery against national standards. These nationally recognized best practices certifications demonstrate our commitment to continuous improvement and performance excellence that is critical to our organic growth objectives.

Position and Distribution of Services and Solutions in Our Markets

The markets in which we compete and the manner in which we are positioned within them are characterized by a number of features including, but not limited to:

- specialized credentials and licenses held by a substantial component of our employee base;
- primarily performing from the prime contractor position in contracts;
- strong past performance record, as evidenced by our VA customer scoring the highest in overall satisfaction in the J.D. Power National Pharmacy Study multiple times in recent years; and
- targeted expansion in critical national priority markets with Federal budget stability to include public health and epidemiological support related to COVID-19.

We operate primarily through prime contracts awarded by the government through competitive bidding processes. We have a diverse mix of contract vehicles with various agencies of the United States Government, which supports our overall corporate growth strategy. Our revenue is distributed to time and materials contracts (75%), cost reimbursable contracts (20%) and the remaining are firm fixed price contracts (5%). We also provide services under Indefinite Duration, Indefinite Quantity ("IDIQ") and government wide acquisition contracts, such as GSA schedule contracts. The Company currently holds multiple GSA schedule contracts, under which we provide services that constitute a significant percentage of our total revenue. These Federal contract schedules are renewed on a recurring basis for multi-year periods.

Major Customers

A major customer is defined as a customer from whom we derive at least 10% of our revenues. The following table summarizes the revenues by customer for the years ended September 30, 2021 and 2020, respectively:

(Amounts in thousands)	Year Ended			
	September 30,			
	2021		2020	
	Revenue	Percent of total revenue	Revenue	Percent of total revenue
Department of Veterans Affairs	\$ 110,078	45 %	\$ 100,204	48 %
Department of Health and Human Services	91,543	37 %	95,026	45 %
Department of Defense	30,930	13 %	1,303	1 %
Customers with less than 10% share of total revenue	13,543	5 %	12,652	6 %
Total revenue	\$ 246,094	100 %	\$ 209,185	100 %

Major Contracts

The revenue attributable to the VA customers was derived from 16 separate contracts for our performance of pharmacy and logistics services in support of the VA's consolidated mail outpatient pharmacy program. Nine contracts for pharmacy services, which represent approximately \$62.8 million and \$56.5 million of revenues for the years ended September 30, 2021 and 2020, are currently operating under a bridge contract through October 2022.

As previously reported, a single renewal request for proposal ("RFP") had been issued for the nine (9) pharmacy contracts that required the prime contractor be a service-disabled veteran owned small business ("SDVOSB"), which would have precluded us from bidding on the RFP as a prime contractor. We had joined a SDVOSB team as a subcontractor to respond to this RFP. However, the government has canceled the previously issued RFP for these contracts. The government has neither indicated nor announced its future procurement strategy. Due to the time required to conduct a procurement process, we expect these contracts to be further extended.

The remaining seven contracts for logistics services represent approximately \$47.2 million and \$43.7 million of revenues for the years ended September 30, 2021 and 2020. In April 2021, we were awarded a follow-on contract to provide medical logistics to the VA's CMOP program. The contract award was protested and subsequently canceled during the third quarter of fiscal year 2021. The contract award was canceled in accordance with procurement requirements to allow the government sufficient time to address administrative concerns raised in the protest about the procurement process. Once the government completes this process, we expect to be awarded a new contract. In the interim, the existing contract has been extended through November 2022.

Our contract with HHS in support of the Head Start program generated \$28.2 million and \$32.4 million of revenue for the years ended September 30, 2021 and 2020, respectively. This contract has a period of performance through April 2025.

Backlog

Backlog represents total estimated contract value of predominantly multi-year government contracts and will vary depending upon the timing of new/renewal contract awards. Backlog is based upon customer commitments that we believe to be firm over the remaining performance period of our contracts. The value of multi-client, competitive Indefinite Delivery/Indefinite Quantity ("IDIQ") contract awards is included in backlog computation only when a task order is awarded or if the contract is a single award IDIQ contract. While no assurances can be given that existing contracts will result in earned revenue in any future period, or at all, our major customers have historically exercised their contractual renewal options. At September 30, 2021, our total backlog was approximately \$651.5 million compared to \$688.4 million as of September 30, 2020.

Backlog value is quantified from management's judgment and assumptions about the volume of services based on past volume trends and current planning developed with customers. Our backlog may consist of both funded and unfunded amounts under existing contracts including option periods. At September 30, 2021, our funded backlog was approximately \$191.0 million and our unfunded backlog was \$460.5 million.

Competitive Landscape

Competitive solicitations and long business development cycles are characteristics of the government and defense industry in which we operate. For major program competition, the business acquisition cycle typically ranges from 18 to 36 months. Companies may pursue work either as prime contractor or partner with other companies in a subcontractor role. Those competing as prime contractors normally expend substantially more resources than those in subcontractor roles. We partner and compete with several large and small-business companies in pursuit of acquiring new business.

We built InfiniByte® Cloud as a platform-as-a-service cloud computing offering. It delivers a platform to U.S. government agencies, enabling them to develop, run, and manage applications without the need to build and maintain the underlying infrastructure. InfiniByte Cloud provides the networks, servers, storage, operating systems, middleware, databases, and other services for hosting government applications and data. InfiniByte Cloud is currently in process for FedRAMP, the government's rigorous security compliance framework which provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud service providers who host services used by the U.S. government, authorization and has received ready status. The solution is currently available on the FedRAMP marketplace.

Our competitors include operating units within, among others: Booz Allen Hamilton Holding Corp., CACI International, Inc., ICF International, Inc., Leidos Holdings, Inc., Mantech International Corp., MAXIMUS, Inc., UnitedHealth Group, Inc. operating under Optum, RTI International, and Westat, Inc.

We compete with these companies by leveraging our differentiating suite of tools and uniquely integrating people and processes resulting in highly competitive proposals and a solid track record of past performance. We believe that our proprietary tools and processes, including e-PRAT[®] and SPOT-m[®], along with our InfiniByte[®] cloud-based management system differentiate us from our competitors. We compete for awards through a full and open competition on a best-value basis. We draw heavily from our consistently high-quality past performance ratings, proven and evolving technical differentiators, key personnel credentials and growing market recognition to compete. We believe that our track record, knowledge and processes with respect to government contract bidding represent significant competitive advantages. Further, we believe that the range and depth of educational experience and professional credentials and certifications held by our employees allows us to deploy highly-qualified teams to implement solutions to address the needs of our customers. Our recent and future success in this competitive landscape hinges on our ability to continue to uniquely integrate people, processes and technology tools to deliver best value solutions for our targeted clients (both government and industry partners).

Additionally, the Federal government may elect to restrict certain procurements, including renewals of our current contracts, to bidders that qualify for certain special statuses such as veteran owned, small, or small disadvantaged businesses. For those procurements, we would be limited to a subcontractor role.

Intellectual Property

Because our business involves providing services to government entities, our operations generally are not substantially dependent upon obtaining and/or maintaining copyright or trademark protections, although our operations make use of such protections and benefit from them as discriminators in competition. We claim copyright, trademark and other proprietary rights in a variety of intellectual property, including each of our proprietary computer software and data products and the related documentation. We hold the registered trademarks, e-PRAT[®] and SPOT-m[®], for our offerings that optimize resource allocation and supply chain management processes in connection with our business process management services, as well as the registered trademark, InfiniByte[®], for our cloud-based solution. We maintain a number of trade secrets that contribute to our success and competitive distinction and endeavor to accord such trade secrets adequate protection to ensure their continuing availability.

Government Regulation

Our business is affected by numerous laws and regulations relating to the award, administration and performance of U.S. Government contracts. In addition, many federal and state laws materially affect our operations. These laws relate to ethics, labor, tax, and employment matters. As any employer is, we are subject to federal and state statutes and regulations governing their standards of business conduct with the government, including that government contracts typically contain provisions permitting government clients to terminate contracts without cause with limited notice or compensation. The development of additional statutes and regulations and interpretation of existing statutes and regulations with respect to our industry can be expected to evolve over time. Through its corporate membership with the Professional Services Council and other affiliations, we monitor proposed and pending regulations from relevant congressional committees and government agency policies that have potential impact upon our industry and our specific strategically targeted markets. As with any commercial enterprise, we cannot predict with certainty the nature or direction of the development of Federal statutes and regulations that will affect its business operations. See Risk Factors in Part I, Item 1A.

Human Capital Management and Employee Relations

As of September 30, 2021, we employed over 2,300 employees performing in over 30 locations throughout the U.S. and one location overseas. Management believes that it has good relations with its employees. In October 2014, employees at our Chicago location approved the adoption of union representation for non-management employees. Union representation has been certified for these employees and collective bargaining discussions are ongoing. Management does not expect this agreement to materially impact results of operations.

We seek to attract and retain the best people by providing them with opportunities to grow, build skills, and be appreciated for their contributions as they work to serve our clients. Our employees are critical to our success and are the reason we continue to execute at a high level. We believe our continued focus on making employee engagement a top priority will help us provide high quality insights and information to our clients.

We are committed to the health, safety and wellness of our employees. We provide our employees and their families with flexible and convenient health and wellness programs, including competitive benefits arrangement to address healthcare needs, including health insurance benefits, health savings and flexible spending accounts, paid time off, family leave, and family care resources. In response to the COVID-19 pandemic, we implemented significant changes that we determined were in the best interest of our employees, as well as the communities in which we operate, and which comply with government regulations. This includes having our employees work from home when possible, implementing additional safety measures for employees continuing critical on-site work, and supporting our employees to receive the COVID-19 vaccination within appropriate medical and religious bounds. In addition, we are monitoring potential impacts and will implement new protocols, when needed, related to the vaccination requirements imposed by the Executive Order on Ensuring Adequate Safety Protocols for Federal Contractors signed by President Biden on September 9, 2021.

We provide competitive compensation programs to help meet the needs of our employees. In addition to salaries, these programs include annual bonuses, stock awards, and participation in a 401(k) Plan. We have used targeted equity-based grants with performance-based vesting conditions to facilitate retention of key personnel. We also invest in talent development initiatives, to include industry-leading learning management, professional credentialing, and applicant tracking systems. These will further enhance our highly qualified employee base and augment our efforts to infuse top talent into our operations through world-class recruiting and talent management tools.

Corporate

Our principal executive offices are located at 3565 Piedmont Road NE, Building 3 Suite 700, Atlanta, Georgia 30305. Our telephone number is (770) 554-3545 and our website is www.dlhcorp.com. References herein to our website are provided purely as a convenience and do not constitute, and should not be viewed as, incorporation by reference of the information contained on, or available through, the website.

Available Information

We file registration statements, periodic and current reports, proxy statements, and other materials with the Securities and Exchange Commission (SEC). You may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Room 1580, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains a website at www.sec.gov that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC, including our filings. We make our public filings with the SEC, including our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all exhibits and amendments to these reports available free of charge on our website, <http://www.dlhcorp.com>, as soon as reasonably practicable after we file such material with the SEC. We also make available on our website reports filed by our executive officers and directors on Forms 3, 4 and 5 regarding their ownership of our securities. These materials are available in the "Investor Relations" portion of our website, under the link "SEC Filings." We also use our website to make generally available important information about our company. Important information, including press releases, presentation and financial information regarding our company, is routinely posted on and accessible on the Investor Relations subpage of our website, which is accessible by clicking on the tab labeled "Investor Relations" on our website home page. Information contained on our website is not part of this Annual Report on Form 10-K or any other filings we make with the SEC.

ITEM 1A. RISK FACTORS

As provided for under the Private Securities Litigation Reform Act of 1995 ("1995 Reform Act"), we wish to caution shareholders and investors that the following important factors, among others discussed throughout this Annual Report on Form 10-K for the fiscal year ended September 30, 2021, have affected, and in some cases could affect, our actual results of operations and cause our results to differ materially from those anticipated in forward looking statements made herein. Our business, results of operations, cash flows and financial condition may be materially and adversely affected due to any of the following risks. The risks described below are not the only ones we face. Additional risks we are not presently aware of or that we currently believe are immaterial may also impair our business operations. The trading price of our common stock could decline due to any of these risks. In assessing these risks, you should also refer to the other information contained or incorporated by reference in this Annual Report on Form 10-K, including our consolidated financial statements and related notes.

Risks Relating to Our Business and the Industry in which we Compete

Our results of operations could in the future be materially adversely impacted by global, macroeconomic events, such as the coronavirus pandemic (COVID-19), and the response to contain it.

The coronavirus (COVID-19) pandemic and the mitigation efforts to control its spread have created significant volatility, uncertainty and economic disruption. The extent to which the coronavirus pandemic impacts our business, operations and financial results will depend on numerous evolving factors that we may not be able to accurately predict, including: the duration and scope of the pandemic; governmental, business and individuals' actions that have been and continue to be taken in response to the pandemic, including our ability to fully perform on our contracts as a result of government actions or reduction in personnel due to the federal vaccine mandate which requires all federal contractors to be vaccinated; the impact of the pandemic on economic activity and actions taken in response; the effect on our clients and client demand for our services and solutions; our ability to sell and provide our services and solutions, including as a result of travel restrictions and people working from home (as described below in the Management Discussion & Analysis, this has resulted in certain delays in our provision of services and postponements of project work requiring travel) and any closures of our and our clients' offices and facilities, particularly at our pharmacy distribution centers. Furthermore, the significant increase in remote working of our employees may exacerbate certain risks to our business, including an increased demand for information technology resources and the increased risk of malicious technology-related events, such as cyberattacks and phishing attacks. Customers may also slow down decision making, delay planned work or seek to terminate existing agreements. Government agencies are our primary customers and the long-term impact of increased government spending in response to COVID-19 remains uncertain. The duration and spread of the pandemic still may cause reduced demand for certain services we provide, particularly if its results in a recessionary economic environment or the spending priorities of the U.S. government shift in ways adverse to our business focus. Any of these events could materially adversely affect our business, financial condition, results of operations and the market price of our common stock.

We depend on contracts with the Federal government for virtually all of our revenue and our business could be seriously harmed if the Federal government decreased or ceased doing business with us.

At present, we derive 99% of our revenue from agencies of the Federal government, primarily as a prime contractor but also as a subcontractor to other Federal prime contractors. In addition, substantially all accounts receivable, including unbilled accounts receivable, are from agencies of the U.S. Government as of September 30, 2021 and 2020. We believe that the credit risk associated with our receivables is limited due to the creditworthiness of these customers. In general, if we were suspended or debarred from contracting with the federal government or if the government otherwise ceased doing business with us or significantly decreased the amount of business it does with us, our business, financial condition and operating results would be materially and adversely affected.

A significant portion of our revenue is concentrated in a small number of contracts and we could be seriously harmed if we were unable to continue providing services under, or unsuccessful in our recompetete efforts on, these contracts.

We are dependent upon the continuation of our relationships with the VA and HHS as a significant portion of our revenue is concentrated in a small number of contracts with these customers. There can be no assurance as to the actual amount of services that we will ultimately provide to VA and HHS under our current contracts, or that we will be successful in recompetete efforts. As described in greater detail above in "Item 1 - Business - Major Contracts", our contracts with the VA for the provision of services to its CMOP operations are currently subject to renewal solicitations. We believe that our strong working relationships and effective service delivery support ongoing performance for the terms of the contracts and recompetete efforts as a prime or subcontractor. Our results of operations, cash flows and financial condition would be materially adversely affected if we were unable to continue our relationship with either of these customers, if we were to lose any of our material current contracts, or if the amount of services we provide to them is materially reduced.

The U.S. government may prefer veteran-owned, minority-owned, small and small disadvantaged businesses; therefore, we may have fewer opportunities to bid for or could lose a portion of our existing work to small businesses.

As a result of the Small Business Administration (SBA) set-aside program, the U.S. government may decide to restrict certain procurements only to bidders that qualify as veteran owned, minority-owned, small, or small disadvantaged businesses. In such cases, we would not be eligible to perform as a prime contractor on those programs and would be limited to work as a subcontractor on those programs. As previously reported, various agencies within the federal government have policies that support small business goals, including the adoption of the “Rule of Two” by the VA, which provides that the agency shall award contracts by restricting competition for the contract to service-disabled or other veteran owned businesses. To restrict competition pursuant to this rule, the contracting officer must reasonably expect that at least two of these businesses, which are capable of delivering the services, will submit offers and that the award can be made at a fair and reasonable price that offers the best value to the United States. The effect of these set-aside provisions may limit our ability to compete for prime contractor positions on programs that we have targeted for growth and to maintain our prime contractor position as current contracts are subject to renewal.

Loss of our GSA schedule contracts or other contracting vehicles could impair our ability to win new business and perform under existing contracts.

We currently hold multiple GSA schedule contracts, including a Federal supply schedule contract for professional and allied healthcare services and the logistics worldwide services contract. If we were to lose one or more of these contracts or other contracting vehicles, we could lose a significant revenue source and our operating results and financial condition could be materially and adversely affected.

Future legislative or government budgetary and spending changes could negatively impact our business.

U.S. Government programs are subject to annual congressional budget authorization and appropriation processes. For many programs, Congress appropriates funds on a fiscal year basis even though the program performance period may extend over several years. Consequently, programs are often partially funded initially and additional funds are committed only as Congress makes further appropriations. Further, congressional seats may change during election years, and the balance of spending priorities may change along with them.

In recent years, we have seen frequent debates regarding the scope of funding of our customers, thereby leading to budgetary uncertainty for our Federal customers. Changes in federal government budgetary priorities could directly affect our financial performance. A significant decline in government expenditures, a shift of expenditures away from programs that we support or a change in federal government contracting policies could cause federal government agencies to reduce their purchases under contracts, to exercise their right to terminate contracts at any time without penalty or not to exercise options to renew contracts. In the event the budgets or budgetary priorities of the U.S. Government entities with which we do business are delayed, decreased or underfunded, our consolidated revenues and results of operations could be materially and adversely affected.

We may experience disruption of existing programs, delays in contract awards, and other actions, including partial or complete contract terminations. VA programs, which accounted for approximately 45% and 48% of Company revenue for the years ended September 30, 2021 and 2020, respectively, were exempt from the spending caps established under Federal government sequestration targets enacted in 2013.

The government is currently operating under a continuing resolution (CR) which expires February 18, 2021. When a CR expires, unless appropriations bills have been passed by Congress and signed by the President, or a new CR is passed and signed into law, the government must cease operations, or shutdown, except in certain emergency situations or when the law authorizes continued activity. We continuously review our operations in an attempt to identify programs potentially at risk from CRs so that we can consider appropriate contingency plans.

The markets in which we operate are highly competitive, and many of the companies we compete against have substantial resources. Further, the U.S. Government contract bid process is highly competitive, complex and sometimes lengthy, and is subject to protest and implementation delays.

The markets in which we operate are highly competitive. Further, many of our contracts and task orders with the Federal government are awarded through a competitive bidding process, which is complex and sometimes lengthy. We expect that much of the opportunities we will seek in the foreseeable future will be awarded through competitive bidding. Furthermore, budgetary pressures and developments in the procurement process have caused many government customers to increasingly purchase goods and services through IDIQ contracts, GSA schedule contracts and other government-wide acquisition contracts. These contracts, some of which are awarded to multiple contractors, have increased competition and pricing pressure, requiring that we make sustained post-award efforts to realize revenue under each such contract. Many of our competitors are larger and have greater resources than we do, larger client bases and greater brand recognition. Our competitors, individually or through relationships with third parties, may be able to provide clients with different or greater capabilities or benefits than we can provide. If we are unsuccessful in competing with these other companies, our revenues and margins may materially decline.

Overall, the competitive bidding process presents a number of risks, including the following: (i) we expend substantial cost and managerial time and effort to prepare bids and proposals for contracts that we may not win, and to defend those bids through any protest process; (ii) we may be unable to estimate accurately the resources and cost structure that will be required to service any contract we win; and (iii) we may encounter expenses and delays if our competitors protest or challenge awards of contracts to us in competitive bidding, and any such protest or challenge could result in the resubmission of bids on modified specifications, or in the termination, reduction or modification of the awarded contract. If we are unable to win particular contracts, we may be prevented from providing the services that are purchased under those contracts for a number of years. If we are unable to consistently win new contract awards over any extended period, our business and prospects will be adversely affected and that could cause our actual results to differ materially and adversely from those anticipated. In addition, upon the expiration of a contract, if the customer requires further services of the type provided by the contract, there is frequently a competitive rebidding process. There can be no assurance that we will win any particular bid, or that we will be able to replace business lost upon expiration or completion of a contract, and the termination or non-renewal of any of our significant contracts could cause our actual results to differ materially and adversely from those anticipated.

If a bid is won and a contract awarded, there still is the possibility of a bid protest or other delays in implementation. Our business could be adversely affected by delays caused by our competitors protesting major contract awards received by us, resulting in the delay of the initiation of work. It can take many months to resolve protests by one or more of our competitors of contract awards we receive. The resulting delay in the startup and funding of the work under these contracts may cause our actual results to differ materially and adversely from those anticipated, and there can be no assurance that such protest process or implementation delays will not have a material adverse effect on our financial condition or results of operations in the future.

Our business may suffer if we or our employees are unable to obtain and maintain the necessary security clearances or other qualifications required to perform services for our clients.

Many federal government contracts require us to have security clearances and employ personnel with specified levels of education, work experience and security clearances. Depending on the level of clearance, security clearances can be difficult and time-consuming to obtain. If we or our employees lose or are unable to obtain necessary security clearances, we may not be able to win new business and our existing clients could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue anticipated from the contract, which could cause our results to differ materially and adversely from those anticipated.

Our business is regulated by complex federal procurement and contracting laws and regulations, and we are subject to periodic compliance reviews by governmental agencies.

We must comply with complex laws and regulations relating to the formation, administration, and performance of federal government contracts, including the Federal Acquisition Regulation, which, among other things, requires us to certify and disclose cost and pricing data and to divest work in the event of certain organizational conflicts of interest. These laws and regulations create compliance risk and affect how we do business with our federal agency clients, and may impose added costs on our business. The government may in the future reform its procurement practices or adopt new contracting rules and regulations, including cost accounting standards, that could be costly to satisfy or that could impair our ability to obtain new contracts. Additionally, the government may face restrictions from new legislation, regulations or government union pressures, on the nature and amount of services the government may obtain from private contractors. Any reduction in the government's use of private contractors to provide federal services could cause our actual results to differ materially and adversely from those anticipated.

Our performance on our U.S. Government contracts and our compliance with applicable laws and regulations, including submission of invoices to our customers, are subject to audit by the government. The scope of any such audits could span multiple fiscal years. These agencies review our performance on contracts, pricing practices, cost structure and compliance with applicable laws, regulations and standards. They also evaluate the adequacy of internal controls over our business systems, including our purchasing, accounting, estimating, earned value management, and government property systems. If a government review or investigation uncovers illegal activities or activities not in compliance with a particular contract's terms or conditions, we may be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, harm to our reputation, suspension of payments, fines, and suspension or debarment from doing business with Federal government agencies. Any of these events could lead to a material reduction in our revenues, cash flows and operating results. Further, as the reputation and relationships that we have established and currently maintain with government personnel and agencies are important to our ability to maintain existing business and secure new business, damage to our reputation or relationships could have a material adverse effect on our revenue and operating results.

Federal government contracts may be terminated at will and may contain other provisions that may be unfavorable to us.

Many of the U.S. Government programs in which we participate as a contractor or subcontractor may extend for several years. The U.S. Government may modify, curtail or terminate its contracts and subcontracts for convenience and to the extent that a contract award contemplates one or more option years, the Government may decline to exercise such option periods. Accordingly, the maximum contract value specified under a government contract or task order awarded to us is not necessarily indicative of the revenue that we will realize under that contract. Due to our dependence on these programs, the modification, curtailment or termination of our major programs or contracts may have a material adverse effect on our results of operations and financial condition. In addition, federal government contracts contain provisions and are subject to laws and regulations that give the government rights and remedies, some of which are not typically found in commercial contracts, including allowing the government to (i) cancel multi-year contracts and related orders if funds for contract performance for an subsequent year become unavailable; (ii) claim rights in systems and software developed by us; (iii) suspend or debar us from doing business with the federal government or with a governmental agency; and (iv) impose fines and penalties and subject us to criminal prosecution. If the government terminates a contract for convenience, we may recover only our incurred or committed costs, settlement expenses and profit on work completed prior to the termination. If the government terminates a contract for default, we may be unable to recover even those amounts and instead may be liable for excess costs incurred by the government in procuring undelivered items and services from another source. Depending on the value of a contract, such termination could cause our actual results to differ materially and adversely from those anticipated.

We may not receive the full amounts authorized under the contracts included in our backlog, which could reduce our revenue in future periods below the levels anticipated.

Our total backlog consists of funded and unfunded amounts and may include estimates and assumptions about matters that cannot be determined with certainty at the time the backlog is calculated. Funded backlog represents contract value that has been appropriated by a customer and is expected to be recognized into revenue. Unfunded backlog represents the sum of the unappropriated contract value on executed contracts and unexercised option years that is expected to be recognized into revenue. The maximum contract value specified under a government contract or task order awarded to us is not necessarily indicative of the revenue that we will realize under that contract. For example, we generate revenue from IDIQ contracts, which do not require the government to purchase a pre-determined amount of goods or services under the contract. Action by the government to obtain support from other contractors or failure of the government to order the quantity of work anticipated could cause our actual results to differ materially and adversely from those anticipated. Additionally, many of our multi-year contracts may only be partially-funded at any point during their term with the unfunded portion subject to future appropriations by Congress. As a result of a lack of appropriated funds or efforts to reduce federal government spending, our backlog may not result in revenue. Accordingly, our backlog may not result in actual revenue in any particular period, or at all, which could cause our actual results to differ materially and adversely from those anticipated.

Our business growth and profitable operations require that we develop and maintain strong relationships with other contractors with whom we partner or otherwise depend on.

We may enter into future teaming ventures with other companies, which carry risk in regards to maintaining strong, trusted working relationships in order to successfully fulfill contract obligations. Teaming arrangements may include being engaged as a subcontractor to a prime contractor, engaging a subcontractor on a contract for which we are the prime contractor, or entering into a joint venture with another company. We may lack control over fulfillment of such contracts, and poor performance on the contract could impact our customer relationship, even if we perform as required. We expect to depend on relationships with other contractors for a portion of our revenue in the foreseeable future. Our revenue and operating results could differ materially and adversely from those anticipated if any such prime contractor or teammate chooses to offer directly to the client services of the type that we provide or if they team with other companies to provide those services.

Restrictions on or other changes to the federal government's use of service contracts may harm our operating results.

We derive virtually all of our revenue from service contracts with the federal government. The government may face restrictions from new legislation, regulations or government union pressures, on the nature and amount of services the government may obtain from private contractors (i.e., insourcing versus outsourcing). Any reduction in the government's use of private contractors to provide federal services could cause our actual results to differ materially and adversely from those anticipated.

Our earnings and margins may vary based on the mix of our contracts and programs.

At September 30, 2021, our backlog includes cost reimbursable, time-and-materials, and fixed-price contracts. Our earnings and margins may vary depending on the relative mix of contract types, the costs incurred in their performance, the achievement of other performance objectives and the stage of performance at which the right to receive fees, particularly under incentive and award fee contracts, is finally determined.

Our employees, or those of our teaming partners, may engage in misconduct or other improper activities which could harm our business.

We are exposed to risk from misconduct or fraud by our employees, or employees of our teaming partners. Such violations could include intentional disregard for Federal government procurement regulations, engaging in unauthorized activities, seeking reimbursement for improper expenses, or falsifying time records. Employee misconduct could also involve the improper use of our clients' sensitive or classified information and result in a serious harm to our reputation. While we have appropriate policies in effect to deter illegal activities and promote proper conduct, it is not always possible to deter employee misconduct. Precautions to prevent and detect this activity may not be effective in controlling such risks or losses. As a result of employee misconduct, we could face fines and penalties, loss of security clearance and suspension or debarment from contracting with the federal government, which could materially and adversely affect our business, results of operations, financial condition, cash flows, and liquidity.

If we are unable to attract qualified personnel, our business may be negatively affected.

We rely heavily on our ability to attract and retain qualified professionals and other personnel who possess the skills, experience and licenses necessary in order to provide our solutions for our assignments. Our business is materially dependent upon the continued availability of such qualified personnel. Our inability to secure qualified personnel would have a material adverse effect on our business. The cost of attracting qualified personnel and providing them with attractive benefits packages may be higher than we anticipate and, as a result, if we are unable to pass these costs on to our clients, our profitability could decline. Moreover, if we are unable to attract and retain qualified personnel, the quality of our services may decline and, as a result, we could lose clients.

If our subcontractors do not perform their contractual obligations, our performance as a prime contractor and our ability to obtain future business could be materially and adversely impacted and our actual results could differ materially and adversely from those anticipated.

Our performance of government contracts may involve the issuance of subcontracts to other companies upon which we rely to perform all or a portion of the work we are obligated to deliver to our customers. Unsatisfactory performance by one or more of our subcontractors to deliver on a timely basis the agreed-upon supplies, perform the agreed-upon services, or appropriately manage their vendors may materially and adversely impact our ability to perform our obligations as a prime contractor. A subcontractor's performance deficiency could result in the government terminating our contract for default. A default termination could expose us to liability for excess costs of reprocurement by the government and have a material adverse effect on our ability to compete for future contracts and task orders. Depending upon the level of problem experienced, such problems with subcontractors could cause our actual results to differ materially and adversely from those anticipated.

Changes to U.S. tax laws may adversely affect our financial condition or results of operations and create the risk that we may need to adjust our accounting for these changes.

The accounting treatment of these tax law changes is complex, and some of the changes may affect both current and future periods. Consistent with guidance from the SEC, our consolidated financial statements reflect our estimates of the tax effects of the current tax laws and regulation.

Risks Relating to Our Information Technology Systems and Intellectual Property

We are highly dependent on the proper functioning of our information systems.

We are highly dependent on the proper functioning of our information systems in operating our business. Critical information systems used in daily operations match employee resources and client assignments and track regulatory credentialing. They also perform payroll, billing and accounts receivable functions. While we have multiple back up plans for these types of contingencies, our information systems are vulnerable to fire, storm, flood, power loss, telecommunication outages, physical break-ins, cyber-attack, ransomware, and similar events. If our information systems become inoperable, or are otherwise unavailable, these functions would have to be accomplished manually, which in turn could impact our financial viability, due to the increased cost associated with performing these functions manually.

Our systems and networks may be subject to cybersecurity breaches.

Many of our operations rely heavily upon technology systems and networks to receive, input, maintain and communicate participant and client data pertaining to the programs we manage. Any systems failures, whether caused by us, a third-party service provider, or unauthorized intruders and hackers, or due to situations such as computer viruses, natural disasters, or power shortages, could cause loss of data or interruptions or delays in our business or that of our customers. If our systems or networks were compromised by a security breach, we could be adversely affected by losing confidential or protected information of program participants and clients, and we could suffer reputational damage and a loss of confidence from prospective and existing clients. Similarly, if our internal networks were compromised, we could be adversely affected by the loss of proprietary, trade secret or confidential technical and financial data. The loss, theft or improper disclosure of that information could subject the Company to sanctions under the relevant laws, lawsuits from affected individuals, negative press articles and a loss of confidence from our government clients, all of which could adversely affect our existing business, future opportunities and financial condition. Further, our property and cyber insurance may be inadequate to compensate us for all losses that may occur as a result of any system or operational failure or disruption and, as a result, our actual results could differ materially and adversely from those anticipated. In addition, in order to provide services to our customers, we often depend upon or use customer systems that are supported by the customer or third parties. Any security breach or system failure in such systems could result in an interruption of our customer's operations which could cause us to experience significant delays under a contract, and a material adverse effect on our results of operations.

Additionally, a number of projects require us to receive, maintain and transmit protected health information or other types of confidential personal information. That information may be regulated by the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009, Internal Revenue Service regulations and other laws. The loss, theft or improper disclosure of that information could subject us to sanctions under these laws, breach of contract claims, lawsuits from affected individuals, negative press articles and a loss of confidence from our government clients, all of which could adversely affect our existing business, future opportunities and financial condition.

Failure to adequately protect, maintain, or enforce our rights in our intellectual property may adversely limit our competitive position.

We rely upon a combination of nondisclosure agreements and other contractual arrangements, as well as copyright, trademark, and trade secret laws to protect our proprietary information. We also enter into proprietary information and intellectual property agreements with employees, which require them to disclose any inventions created during employment, to convey such rights to inventions to us, and to restrict any disclosure of proprietary information. Trade secrets are generally difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or the infringement of our trademarks and copyrights. Further, we may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain, or enforce our intellectual property rights may adversely limit our competitive position.

We may face from time to time, allegations that we or a supplier or customer have violated the intellectual property rights of third parties. If, with respect to any claim against us for violation of third-party intellectual property rights, we are unable to prevail in the litigation or retain or obtain sufficient rights or develop non-infringing intellectual property or otherwise alter our business practices on a timely or cost-efficient basis, our business and competitive position may be adversely affected.

Any infringement, misappropriation or related claims, whether or not meritorious, are time consuming, divert technical and management personnel, and are costly to resolve. As a result of any such dispute, we may have to develop non-infringing intellectual property, pay damages, enter into royalty or licensing agreements, cease utilizing certain products or services, or take other actions to resolve the claims. These actions, if required, may be costly or unavailable on terms acceptable to us.

Risks Relating to Acquisitions

We may have difficulty identifying and executing acquisitions on favorable terms and therefore may grow at slower than anticipated rates.

One of our potential paths to growth is to selectively pursue acquisitions. Through acquisitions, we may be able to expand our base of customers, increase the range of solutions we offer to our customers and deepen our penetration of existing markets and customers. We may not identify and execute suitable acquisitions. To the extent that management is involved in identifying acquisition opportunities or integrating new acquisitions into our business, our management may be diverted from operating our core business. Without acquisitions, we may not grow as rapidly otherwise, which could cause our actual results to differ materially and adversely from those anticipated.

We may encounter other risks in regard to making acquisitions, including:

- increased competition for acquisitions may increase the costs of our acquisitions;
- non-discovery or non-disclosure of material liabilities during the due diligence process, including omissions by prior owners of any acquired businesses or their employees in complying with applicable laws or regulations, or their inability to fulfill their contractual obligations to the federal government or other customers; and
- acquisition financing may not be available on reasonable terms or at all.

Any of these risks could cause our actual results to differ materially and adversely from those anticipated.

We may have difficulty integrating the operations of companies we acquire, which could cause actual results to differ materially and adversely from those anticipated.

The success of a potential future acquisition strategy depends upon our ability to successfully integrate the businesses. We may have difficulty integrating a business that we may acquire in the future. The integration of a business into our operations may result in unforeseen operating difficulties, absorb significant management attention and require significant financial resources that would otherwise be available for the ongoing development of our business. These integration difficulties include the integration of personnel with disparate business backgrounds, the transition to new information systems, coordination of geographically dispersed organizations, loss of key employees of acquired companies, and reconciliation of different corporate cultures. For these or other reasons, we may be unable to retain key customers of acquired companies. Moreover, any acquired business may not generate the revenue or net income we expected or produce the efficiencies or cost-savings we anticipated. Any of these outcomes could cause our actual results to differ materially and adversely from those anticipated.

We have a substantial amount of goodwill on our balance sheet. Future write-offs of goodwill may have the effect of decreasing our earnings or increasing our losses.

We have obtained growth through acquisitions of other companies and businesses. Under existing accounting standards, we are required to periodically review goodwill for possible impairment. In the event that we are required to write down the value of any assets under these pronouncements, it may materially and adversely affect our earnings. See the more detailed discussion appearing as part of our [Management's Discussion and Analysis of Financial Condition and Results of Operations in Item 7](#) herein.

Risks Relating to Our Outstanding Indebtedness

We have incurred debt in connection with acquisitions and we must make the scheduled principal and interest payments on the facility and maintain compliance with other debt covenants.

On September 30, 2020, we entered into an amended and restated credit agreement with First National Bank of Pennsylvania and certain other lenders (the "Credit Agreement"). The Credit Agreement requires compliance with a number of financial covenants and contains restrictions on our ability to engage in certain transactions, including limitations on: granting liens; incurring other indebtedness; disposing assets; making investments in other entities; and completing other mergers and consolidations. Also, the Credit Agreement requires us to comply with certain financial covenants including a minimum fixed charge coverage ratio and a maximum total leverage ratio. In addition, the Credit Agreement also requires prepayments of a percentage of excess cash flow. Accordingly, a portion of our cash flow from operations was dedicated to the repayment of our indebtedness and we expect future cash flow to be used to reduce our indebtedness. The loan agreement provides for customary events of default, including, among other things, a payment default, covenant default or defaults on other indebtedness or judgments in excess of a stipulated amount, change of control events, suspension or disbarment from contracting with the federal government and the material inaccuracy of our representations and warranties. If we are unable to make the scheduled principal and interest payments on the Credit Agreement or maintain compliance with other debt covenants, we may be in default under the loan agreement, which if not waived, could cause our debt to become immediately due and payable and enable the lenders to enforce their rights under the Credit Agreement. Such an event would likely have a material adverse effect on our business, financial condition and results of operations.

In addition, a transition away from the London Interbank Offering Rate ("LIBOR") as a benchmark for establishing the applicable interest rate may affect the cost of servicing our debt under the Credit Agreement. The indebtedness outstanding under the Credit Agreement initially incurs interest based on LIBOR. In March 2021, the Financial Conduct Authority of the

United Kingdom has announced that LIBOR will no longer be provided for the one-week and two-month U.S. dollar settings after December 31, 2021 and that publication of the U.S. dollar settings for the overnight, one-month, three-month, six-month and 12-month LIBOR rates will cease after June 30, 2023. Although our Credit Agreement provides for an alternative base rate, the consequences of the phase out of LIBOR cannot be entirely predicted at this time. For example, if any alternative base rate or means of calculating interest with respect to our outstanding indebtedness leads to an increase in the interest rates charged, it could result in an increase in the cost of such indebtedness or otherwise have a material adverse impact on our business, financial condition and results of operations.

Risks Relating to Our Corporate Structure and Capital Stock

Our stock price may be volatile and your investment in our common stock may suffer a decline in value.

The price of our common stock could be subject to fluctuations and may decline in the future due to risks defined herein, or due to factors beyond our control, including changes in market conditions such as increased interest rates, a recession, or a change in Federal spending priorities. Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations could adversely affect the trading price of our common stock.

Since we have not paid dividends on our common stock, you cannot expect dividend income from an investment in our common stock.

We have not paid any dividends on our common stock since our inception and do not contemplate or anticipate paying any dividends on our common stock in the foreseeable future. Current lenders do and future potential lenders may prohibit us from paying dividends without prior consent. Therefore, holders of our common stock may not receive any dividends on their investment in us. Earnings, if any, may be retained and used to finance the development and expansion of our business.

We may issue preferred stock with rights senior to our common stock, which may adversely impact the voting and other rights of the holders of our common stock.

Our certificate of incorporation authorizes the issuance of "blank check" preferred stock with such designations, rights and preferences as may be determined from time to time by our board of directors up to an aggregate of 5,000,000 shares of preferred stock. Accordingly, our board of directors is empowered, without stockholder approval, to issue preferred stock with dividend, liquidation, conversion, voting or other rights, which would adversely affect the voting power or other rights of the holders of our common stock. In the event of issuance, the preferred stock could be utilized, under certain circumstances, as a method of discouraging, delaying or preventing a change in control of our Company, which could have the effect of discouraging bids for our Company and thereby prevent stockholders from receiving the maximum value for their shares. Although we have no present intention to issue any shares of our preferred stock, in order to discourage or delay a change of control of our Company, we may do so in the future. In addition, we may determine to issue preferred stock in connection with capital raising efforts and the terms of the stock so issued could have special voting rights or rights related to the composition of our Board.

The exercise of our outstanding common stock options and warrants may depress our stock price and dilute your ownership of the Company.

To the extent that options and warrants are exercised or the restricted stock units vest, dilution to our shareholders will occur. We cannot foresee the impact of any potential sales of our common shares on the market, but it is possible that if a significant percentage of such available shares were attempted to be sold within a short period of time, the market for our shares would be adversely affected. It is also unclear whether or not the market for our common stock could absorb a large number of attempted sales in a short period of time. Moreover, the terms upon which we will be able to obtain additional equity capital may be adversely affected, since the holders of these securities can be expected to exercise them at a time when we would, in all likelihood, be able to obtain any needed capital on terms more favorable to us than the exercise terms provided by those securities. To the extent that these securities are exercised, dilution to our shareholders will occur. Moreover, the terms upon which we will be able to obtain additional equity capital may be adversely affected, since the holders of these securities can be expected to exercise them at a time when we would, in all likelihood, be able to obtain any needed capital on terms more favorable to us than the exercise terms provided by those securities.

Anti-takeover provisions in our Articles of Incorporation make a change in control of our Company more difficult.

The provisions of our Articles of Incorporation and the New Jersey Business Corporation Act, together or separately, could discourage potential acquisition proposals, delay or prevent a change in control and limit the price that certain investors might be willing to pay in the future for our common stock. Among other things, these provisions:

- require certain supermajority votes; and
- establish certain advance notice procedures for nomination of candidates for election as directors and for shareholders' proposals to be considered at shareholders' meetings.

In addition, the New Jersey Business Corporation Act contains provisions that, under certain conditions, prohibit business combinations with 10% shareholders and any New Jersey corporation for a period of five years from the time of acquisition of shares by the 10% shareholder. The New Jersey Business Corporation Act also contains provisions that restrict certain business combinations and other transactions between a New Jersey corporation and 10% shareholders.

Our executive officers, directors and significant stockholders will be able to influence matters requiring stockholder approval.

As of September 30, 2021, our executive officers, directors and largest shareholder (Wynnefield Capital, Inc. and its affiliates) own approximately 44% of our outstanding common stock. Within this amount, Wynnefield Capital, Inc. and its affiliates own approximately 31% of our outstanding common stock. This concentration of ownership may have the effect of delaying, preventing or deterring a change in control of the Company, could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale or merger of our company and may negatively affect the market price of our common stock. These transactions might include proxy contests, tender offers, mergers or other purchases of common stock that could give our stockholders the opportunity to realize a premium over the then-prevailing market price for shares of our common stock.

In addition, persons associated with Wynnefield Capital, Inc. currently serve on our Board of Directors. As a result of this share ownership and relationships on our Board of Directors, our largest stockholder will be able to influence all affairs and actions of our company, including matters requiring stockholder approval such as the election of directors and approval of significant corporate transactions. The interests of our principal stockholders may differ from the interests of the other stockholders.

General Business Risks

We may experience fluctuations in our revenues and operating results from period to period.

Our revenue and operating results may fluctuate significantly and unpredictably in the future. We have expended, and will continue to expend, substantial resources to enhance our health services offerings and expansion into the Federal health market. We may incur growth expenses before new business revenue is realized, thus showing lower profitability in a particular period or consecutive periods. Other factors which may cause our cash flows and results of operations to vary from quarter to quarter include: the terms and progress of contracts; expenses related to certain contracts which may be incurred in periods prior to revenue being recognized; the commencement, completion or termination of contracts during any particular quarter; the timing and terms of award contracts; and government budgetary delays or shortfalls. We may be unable to achieve desired levels of revenue growth due to circumstances that are beyond our control, as already expressed regarding competition, government budgets, and the procurement process in general. In particular, if the federal government does not adopt, or delays adoption of, a budget for each fiscal year beginning on October 1, or fails to pass a continuing resolution, federal agencies may be forced to suspend our contracts and delay the award of new and follow-on contracts and orders due to a lack of funding. Also, some aspects of this work can be seasonal with regard to resources and funding and it is difficult to predict the timing of when those resources will be expended. Although we continue to manage our operating costs and expenses, there is no guarantee that we will significantly increase future revenue and profit in any particular future period. Revenue levels achieved from our customers, the mix of solutions that we offer and our performance on future contracts will affect our financial results. Further, changes in the volume of activity and the number of contracts commenced, completed or terminated during any quarter may cause significant variations in our cash flows and results of operations. Therefore, period-to-period comparisons of our operating results may not be a good indication of our future performance.

Our profits and revenues could suffer if we are involved in legal proceedings, investigations, and disputes.

We are exposed to legal proceedings, investigations and disputes. In addition, in the ordinary course of our business we may become involved in legal disputes regarding personal injury or employee disputes. While we provide for these types of incidents through commercial third-party insurance carriers, we often defray these types of cost through higher deductibles. Any unfavorable legal ruling against us could result in substantial monetary damages by losing our deductible portion of carried insurance. We maintain insurance coverage as part of our overall legal and risk management strategy to lower our potential liabilities. If we sustain liabilities that exceed our insurance coverage or for which we are not insured, it could have a material adverse impact on our results of operations, cash flows and financial condition, including our profits, revenues and liquidity.

We are dependent upon certain of our management personnel and do not maintain "key personnel" life insurance on our executive officers.

Our success to date has resulted in part from the significant contributions of our executive officers. Our executive officers are expected to continue to make important contributions to our success. As of September 30, 2021, certain of our officers are under employment contracts. However, we do not maintain "key personnel" life insurance on any of our executive officers. Loss for any reason of the services of our key personnel could materially affect our operations.

We may not be fully covered by the insurance we procure and our business could be adversely impacted if we were not able to renew all of our insurance plans.

Although we carry multiple lines of liability insurance (including coverage for medical malpractice and workers' compensation), they may not be sufficient to cover the total cost of any judgments, settlements or costs relating to any present or future claims, suits or complaints. If we are unable to secure renewal of our insurance contracts or the renewal of such contracts with favorable rates and with competitive benefits, our business could be adversely affected. In addition, sufficient insurance may not be available to us in the future on satisfactory terms or at all. Further, the fact that the majority of our employees are located at customer locations increases our potential liability for negligence and professional malpractice and such liabilities may not become immediately apparent. Any increase in our costs of insurance will impact our profitability to the extent that we cannot offset these increases into our costs of services. If the insurance we carry is not sufficient to cover any judgments, settlements or costs relating to any present or future claims, suits or complaints, our business, financial condition, results of operations and liquidity could be materially adversely affected.

Our financial condition may be affected by increases in employee healthcare claims and insurance premiums, and workers' compensation claims and insurance rates.

Our current workers' compensation and medical plans are partially self-funded insurance programs. The Company currently pays base premiums plus actual losses incurred, not to exceed certain individual and aggregate stop-loss limits. In addition, health insurance premiums, and workers' compensation rates for the Company are in large part determined by our claims experience. These categories of expenditure comprise a significant portion of our direct costs. If we experience a large increase in claim activity, our direct expenditures, health insurance premiums, unemployment taxes or workers' compensation rates may increase. Although we employ internal and external risk management procedures in an attempt to manage our claims incidence and estimate claims expenses and structure our benefit contracts to provide as much cost stability as reasonably possible given the self-funded nature of our plans, we may not be able to prevent increases in claim activity, accurately estimate our claims expenses or pass the cost of such increases on to our clients. Since our ability to incorporate such increases into our fees to our clients is constrained by contractual arrangements with our clients, a delay could occur before such increases could be reflected in our fees, which may reduce our profit margin. As a result, such increases could have a material adverse effect on our financial condition, results of operations and liquidity.

We may be subject to fines, penalties and other sanctions if we do not comply with laws governing our business.

Our business lines operate within a variety of complex regulatory schemes, including but not limited to the FAR, Federal Cost Accounting Standards, the Truth in Negotiations Act, as well as the regulations governing accounting standards. If a government audit finds improper or illegal activities by us or we otherwise determine that these activities have occurred, we may be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines and suspension or disqualification from doing business with the government. Any adverse determination could adversely impact our ability to bid in response to RFPs in one or more jurisdictions. Further, as a government contractor subject to the types of regulatory schemes described above, we are subject to an increased risk of investigations, criminal prosecution, civil fraud, whistleblower lawsuits and other legal actions and liabilities to which private

sector companies are not, the result of which could have a material adverse effect on our operating results, cash flows and financial condition.

We are exposed to increased costs and risks associated with complying with increasing and new regulation of corporate governance and disclosure standards.

Since the implementation of the Sarbanes-Oxley Act of 2002, we spend a significant amount of management's time and resources (both internal and external) to comply with changing laws, regulations and standards relating to corporate governance and public disclosures. This compliance requires management's annual review and evaluation of our internal control systems. This process has caused us to engage outside advisory services and has resulted in additional accounting and legal expenses. We may encounter problems or delays in completing these reviews and evaluation and the implementation of improvements. If we are not able to timely comply with the requirements set forth in the Sarbanes-Oxley Act of 2002, we might be subject to sanctions or investigation by regulatory authorities. Any such action could materially adversely affect our business and our stock price.

ITEM 1B. UNRESOLVED STAFF COMMENTS

There are no unresolved staff comments.

ITEM 2. PROPERTIES

We do not own any real estate or other properties. As of September 30, 2021, we operate five locations in the United States and one location in Kampala, Uganda; occupying a total of approximately 118 thousand square feet. The Company's corporate headquarters is located at 3565 Piedmont Road NE, Building 3 Suite 700, Atlanta, Georgia 30305, we presently maintain a National Capital Region office in Silver Spring, Maryland. All of our offices are in reasonably modern and well-maintained buildings and we believe that our facilities are adequate for present operations and the foreseeable future. Our leases expire between 2022 and 2031.

For the fiscal year ended September 30, 2021, the Company's total lease expense was approximately \$3.5 million. See [Note 6. Leases](#) in the Consolidated Financial Statements contained in the Annual Report on Form 10-K for additional information regarding our lease commitments.

ITEM 3. LEGAL PROCEEDINGS

As a commercial enterprise and employer, the Company is subject to various claims and legal actions in the ordinary course of business. These matters can include professional liability, employment-relations issues, workers' compensation, tax, payroll and employee-related matters, other commercial disputes arising in the course of its business, and inquiries and investigations by governmental agencies regarding our employment practices or other matters. The Company is not aware of any pending or threatened litigation that it believes is reasonably likely to have a material adverse effect on its results of operations, financial position or cash flows.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Principal Market

Our common stock is currently traded on The Nasdaq Capital Market under the symbol "DLHC."

Dividends

The Company has not declared or paid any cash dividends on its common stock since inception and has no present intention of paying any cash dividends on its common stock in the foreseeable future.

Approximate Number of Equity Security Holders

As of September 30, 2021, there were 12,714,269 shares of common stock outstanding held of record by approximately 93 persons. The number of stockholders of record is not representative of the number of beneficial stockholders due to the fact that many shares are held by depositories, brokers, or nominees. As of September 30, 2021, the Company estimates that there are approximately 1,300 beneficial owners of its common stock.

Sales of Unregistered Securities

During the period covered by this report, the Company did not issue any securities that were not registered under the Securities Act of 1933, as amended, except as has been reported in previous filings with the SEC or as set forth elsewhere herein.

Registrant Repurchases of Securities

In August 2021, in connection with exercise of employee stock options, a holder of options surrendered to the company a total of 6,314 shares of our common stock already held by him in partial consideration of the payment of the exercise price of such options. Such event is reflected on the table below.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased As Part of Publicly Announced Programs	(\$ in thousands)
				Dollar Value of Shares that May Yet Be Purchased Under the Plan or Program
July 2021	—	\$ —	—	\$ —
August 2021	6,314	10.75	—	—
September 2021	—	—	—	—
Total	6,314	10.75	—	\$ —

Securities Authorized for Issuance under Equity Compensation Plans

The Company presently utilizes one shareholder-approved equity compensation plan under which it makes equity compensation awards available to officers, directors, employees and consultants. The table set forth below discloses outstanding and available awards under our equity compensation plans as of September 30, 2021. All grants of equity securities made to executive officers and directors are presently made under the 2016 Omnibus Equity Incentive Plan (the "2016 Plan"). Prior to the adoption of the 2016 Plan, awards of equity securities were made under the 2006 Long Term Incentive Plan.

Equity Compensation Plan Information

Plan Category	(a) Number of Securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted Average exercise price of outstanding options, warrants and rights (or fair value at date of grant)	(c) Number of securities remaining available for future issuances under equity compensation plans (excluding securities reflected in column (a))
Equity Compensation Plans Approved by Security Holders:			
Employee stock options	2,373,500	\$ 7.77	1,730,850

ITEM 6. SELECTED FINANCIAL DATA

We are a "smaller reporting company" as defined by Regulation S-K and as such, are not required to provide the information contained in this item pursuant to Regulation S-K.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward Looking and Cautionary Statements

You should read the following discussion in conjunction with the Consolidated Financial Statements and the notes to those statements included elsewhere in this Annual Report on Form 10-K for the year ended September 30, 2021. This discussion contains certain statements that are forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. Certain statements contained in this Management's Discussion and Analysis are forward-looking statements that involve risks and uncertainties. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. The forward-looking statements are not historical facts, but rather are based on current expectations, estimates, assumptions and projections about our industry and business. Our actual results could differ materially from the results contemplated by these forward-looking statements.

Business Overview:

We are a provider of technology-enabled business process outsourcing and program management solutions, and public health research and analytics; primarily focused to improve and better deploy large-scale federal health and human service initiatives. We derive 99% of our revenue from agencies of the Federal government, providing services to several agencies including the Department of Veteran Affairs ("VA"), Department of Health and Human Services ("HHS"), and the Department of Defense ("DoD").

In recent years we have successfully completed acquisitions to increase future organic growth, diversify our customer base, and to expand into adjacent markets. On June 7, 2019 we acquired Social & Scientific Systems, Inc. ("S3") and on September 30, 2020, we acquired Irving Burton Associates, LLC ("IBA").

Our business offerings are aligned to three market focus areas within the federal health services market space.

- Defense and Veteran Health Solutions;
- Human Services and Solutions;
- Public Health and Life Sciences.

Major Customers

Our largest customer is the VA, which comprised approximately \$110.1 million and \$100.2 million of revenue for the years ended September 30, 2021 and 2020, respectively. Our second largest customer, HHS, comprised approximately \$91.5 million and \$95.0 million of revenue for the years ended September 30, 2021 and 2020, respectively. We remain dependent upon the continuation of our relationships with the VA and HHS as a significant portion of our revenue is concentrated in a small number of contracts with these customers. As described in greater detail above in "Item 1 - Business - Major Contracts", our contracts with the VA are currently subject to renewal solicitations.

Forward Looking Business Trends:

Our mission is to expand our position as a trusted provider of technology-enabled healthcare and public health services, medical logistics, and readiness enhancement services to active duty personnel, veterans, and civilian populations and communities. Our primary focus within the defense agency markets include military service members' and veterans' requirements for telehealth services, behavioral healthcare, medication therapy management, process management, clinical systems support, and healthcare delivery. Our primary focus within the civilian agency markets includes healthcare and social programs delivery and readiness. These include compliance monitoring on large scale programs, technology-enabled program management, consulting, and digital communications solutions ensuring that education, health, and social standards are being achieved within underserved and at-risk populations. We believe these business development priorities will position the Company to expand within top national priority programs and funded areas.

Recent significant contract award activity

As previously announced, we were recently awarded two short-term task orders under a FEMA contract to provide support for states seeking temporary medical staffing support and COVID-19 related community testing, vaccination and therapy. The ceiling value of these awards is approximately \$107 million over base periods of three months, which will be largely earned in DLH's first quarter of fiscal year 2022. Further, our customer has exercised the first of three one month contract options on the medical staffing task order, which has additional value of approximately \$35 million. This option is expected to be earned in DLH's second quarter of fiscal year 2022. Additional options may be exercised, and would be expected to impact the second quarter financial performance. We expect that our operating margin on these FEMA task orders will be approximately 5% of revenue. The FEMA contracts provide for advance payments for the substantial staffing resources that are required to be deployed; therefore, we do not expect these contracts to consume operating cash flow.

Federal budget outlook for fiscal year 2022:

The President's budget proposal for fiscal year 2022 outlines many initiatives that include focusing on rebuilding and investing in our country's physical infrastructure; expanding access to early childhood education; improving the affordability of child care and healthcare; and enacting broad tax reform. The budget also details additional proposals to expand economic opportunity, tackle the climate crisis, ensure strong national defense, and invest in public health infrastructure. Specifically, the investment in public health infrastructure involves improving the nation's readiness for future public health crises, expanding access to healthcare, and defeating diseases and epidemics such as, but not limited to, the opioid and HIV/AIDS epidemics. We continue to carefully follow federal budget, legislative and contracting trends and activities and evolve our strategies to take these into consideration.

While Congress has not completed the final appropriation bills for the government's 2022 fiscal year, the Company continues to believe that its key programs benefit from bipartisan support and does not expect a material impact on its current business base from budget negotiations. If the appropriations bills are not timely enacted, government agencies operate under a continuing resolution ("CR"), which may negatively impact our business due to delays in new program starts, delays in contract award decisions, and other factors. On December 2, 2021, Congress passed and, on December 3, 2021, the President signed, a CR providing funds to the federal government through February 18, 2022. When a CR expires, unless appropriations bills have been passed by Congress and signed by the President, or a new CR is passed and signed into law, the government must cease operations, or shutdown, except in certain emergency situations or when the law authorizes continued activity. We continuously review our operations in an attempt to identify programs potentially at risk from CRs so that we can consider appropriate contingency plans.

Our customer's missions have received broad support from the legislative and executive branches of the federal government. As such, we do not anticipate or expect any significant changes to our operations.

Department of Veterans Affairs ("VA") health spending trends:

The Company continues to see critical need for expanded health care solutions within our sector of the Federal health market, largely focused on the needs of veterans and their families. Serving over nine million veterans each year, the VA operates the nation's largest integrated health care system, with more than 1,700 hospitals, clinics, community living centers, readjustment counseling centers, and other facilities.

The VA is requesting a total of \$269.9 billion for fiscal year 2022, a 10% increase above fiscal year 2021 enacted levels. It includes \$117.2 billion in discretionary funding, an increase of \$9.7 billion, and \$152.7 billion in mandatory funding, an increase of \$14.9 billion from fiscal year 2021. The VA research program is expected to allocate increased funding to advance the Department's understanding of the impact of traumatic brain injury and toxic exposure(s) on long-term health outcomes, coronavirus related research and impacts, and precision oncology. The budget also includes \$2.6 billion (from all funding sources) for the total telehealth program. The VA is continuing to expand this program because of its ability to leverage VA providers and to provide better services to veterans. We believe our capabilities and service delivery models are aligned with our customers growth initiatives.

Department of Health and Human Services ("HHS") spending trends:

HHS is the principal federal department charged with protecting the health of all Americans and providing essential human services. The Company has existing contracts with multiple agencies under HHS, and we are actively pursuing growth opportunities within this vital agency.

The fiscal year 2022 budget request proposes \$131.8 billion in discretionary budget authority for HHS, an increase of \$25 billion from the fiscal year 2021 appropriated amount, and \$1.5 trillion in mandatory funding. The budget includes \$52 billion for the National Institutes of Health ("NIH"), an agency of HHS, an increase of \$9 billion above fiscal year 2021 enacted, reflecting the Administration's commitment to increasing investments in transformative biomedical research to advance the health of the nation and promote innovation. The budget requests \$37 million for Telehealth which is \$3 million above fiscal year 2021 enacted, to promote health services and distance learning with telehealth technologies. The budget also invests in programs that improve the health and well-being of young children and their families. This includes \$11.9 billion for the Office of Head Start. We believe our capabilities and past performance are well aligned with the service sought under this budget increase.

Department of Defense ("DoD") health spending trends:

The Military Health System ("MHS") is one of the largest health care systems and a preeminent military medical enterprise, serving over 9 million beneficiaries. As a part of the DoD, the Defense Health Agency manages a global health care network of military and civilian medical professionals, more than 400 military hospitals and clinics around the world, and supports the delivery of health services to MHS beneficiaries. The funding and personnel to support the MHS's mission is referred to as the Unified Medical Budget ("UMB"). The fiscal year 2022 UMB request for the Defense Health Program is \$35.6 billion, an increase of \$1.5 billion from the fiscal year 2021 appropriated amount.

Industry consolidation among federal government contractors:

There has been active consolidation and a strong increase in merger and acquisition activity among federal government contractors over the past few years that we expect to continue, fueled by public companies leveraging strong balance sheets. Companies often look to acquisitions that augment core capabilities, contracts, customers, market differentiators, stability, cost synergies, and higher margin and revenue streams.

Potential impact of federal contractual set-aside laws and regulations:

The Federal government has an overall goal of 23% of prime contracts flowing through small businesses. As previously reported, various agencies within the federal government have policies that support small business goals, including the adoption of the "Rule of Two" by the VA, which provides that the agency shall award contracts by restricting competition for the contract to service-disabled or other veteran owned businesses. To restrict competition pursuant to this rule, the contracting officer must reasonably expect that at least two of these businesses, which are capable of delivering the services, will submit offers and that the award can be made at a fair and reasonable price that offers best value to the United States. When two qualifying small businesses cannot be identified, the VA may proceed to award contracts following a full and open bid process.

The Company believes that its past performance in this market and track record of success provide a competitive advantage. However, the effect of set-aside provisions may limit our ability to compete for prime contractor positions on programs that we re-compete or that we have targeted for growth. In these cases, the Company may elect to join a team with an eligible contractor as prime in support of such small businesses for specific pursuits that align with our core markets and corporate growth strategy.

COVID-19 impact

We are exposed to and impacted by macroeconomic factors and U.S. government policies. Current general economic conditions are highly volatile due to the COVID-19 pandemic, resulting in both market size contractions due to economic slowdowns and government restrictions on movement. We have seen continued demand for the services we provide under our current contract portfolio as the services we provide are largely deemed essential. While the pandemic has had minor offsetting impacts during fiscal 2021 due to social distancing and travel restrictions, we do not expect material adverse impacts from COVID-19 in the next fiscal year.

While we have been awarded contracts related to responding to the pandemic, such as awards to provide emergency medical services and community testing, vaccination and therapy services, the pandemic may cause reduced demand for certain services we provide, particularly if it results in a recessionary economic environment or the spending priorities of the U.S. government shift in ways adverse to our business focus. Our ability to continue to operate without any significant negative impacts will in part depend on our continued ability to protect our employees. We have endeavored to follow recommended actions of government and health authorities to protect our employees and were able to broadly maintain our operations. Additionally, we are complying with industry specific government directions that affect government contractors. As such, we have mandated that all employees receive an approved COVID-19 vaccination or apply for and receive an approved vaccine exception. Further, we have partnered with our clients to adopt particular measures to protect our employees at distribution centers, and we expect to execute on a remainder of our contracts through remote and teleworking arrangements. We intend to continue to work with government authorities and implement our employee safety measures to ensure that we are able to continue our operations during the pandemic. However, uncertainty resulting from the pandemic could result in an unforeseen disruption to our operations (for example a closure of a key distribution facility) that may not be fully mitigated. To date we have experienced continuity in the majority of our work for our government clients. While there has been postponements of events and challenges around some project work requiring travel, overall, our government clients have continued to require our services. We are unable to predict whether, and to what extent, this trend will continue. It would be reasonable to expect some deterioration of certain client activities due to COVID-19. The longer the duration of the pandemic, the more likely it is that it could have an adverse effect on our business, financial position, results of operations and/or cash flows. However, we also believe that we are likely to see additional demand from federal agencies such as the FEMA, CDC and the NIH for our services.

Due to our ability to continue to perform under our contracts and our cash flow generation, we do not presently expect material liquidity constraints related to COVID-19. We are presently in compliance with all covenants in our term loan and have access to a revolving line of credit to meet any short-term cash needs that cannot be funded by operations. Further, we have not observed any material impairments of our assets or a significant change in the fair value of our assets due to the COVID-19 pandemic. For additional information on risk factors that could impact our results, please refer to "Risk Factors" in Part I, Item 1A of this Form 10-K.

Results of Operations for Fiscal Year 2021 as Compared to Fiscal Year 2020

The following table summarizes, for the years indicated, consolidated statements of operations data expressed in dollars in thousands except for per share amounts, and as a percentage of revenue:

Consolidated Statement of Operations:	Year Ended				Change in	
	September 30, 2021		September 30, 2020		\$	% of Rev
Revenue	\$ 246,094	100.0 %	\$ 209,185	100.0 %	\$ 36,909	— %
Cost of operations						
Contract costs	194,614	79.1 %	163,596	78.2 %	31,018	0.9 %
General and administrative costs	25,054	10.2 %	24,195	11.6 %	859	(1.4) %
Corporate development costs	1,088	0.4 %	930	0.5 %	158	(0.1) %
Depreciation and amortization	8,115	3.3 %	7,003	3.3 %	1,112	— %
Total operating costs	228,871	93.0 %	195,724	93.6 %	33,147	(0.6) %
Income from operations	17,223	7.0 %	13,461	6.4 %	3,762	0.6 %
Interest expense, net	3,784	1.6 %	3,441	1.6 %	343	— %
Income before income taxes	13,439	5.4 %	10,020	4.8 %	3,419	0.6 %
Income tax expense	3,294	1.3 %	2,906	1.4 %	388	(0.1) %
Net income	\$ 10,145	4.1 %	\$ 7,114	3.4 %	\$ 3,031	0.7 %
Net income per share - basic	\$ 0.81		\$ 0.58		\$ 0.23	
Net income per share - diluted	\$ 0.75		\$ 0.54		\$ 0.20	

Revenue

For the year ended September 30, 2021 revenue was \$246.1 million, an increase of \$36.9 million or 17.6% over the prior year period. The increase is partially due to the inclusion of Irving Burton Associates, LLC. ("IBA"), acquired in September 2020, for the full year in fiscal year 2021. IBA contributed \$30.2 of revenue for fiscal year 2021. The remaining net growth was due to contract expansion on existing contracts and new contracts awarded during the fiscal year.

Cost of Operations

Contract costs primarily include the costs associated with providing services to our customers. These costs are generally comprised of direct labor and associated fringe benefit costs, subcontract cost, other direct costs, and the related management and infrastructure costs. For the year ended September 30, 2021, contract costs increased by approximately \$31.0 million consistent with the growth in revenues. The increase in contract costs was due to the IBA acquisition, growth on existing contracts, and new contracts awarded during the fiscal year.

General and administrative costs are for those employees not directly providing services to our customers, including but not limited to executive management, bid and proposal, accounting, and human resources. These costs increased as compared to the prior fiscal year by \$0.9 million to approximately \$25.1 million primarily from the growth in revenues. As a percent of revenue, general and administrative costs decreased as we were able to increase operating leverage due to the acquisition and integration of IBA into the corporate structure.

Corporate development costs are incremental due diligence costs, such as legal and accounting fees. Fiscal year 2021 costs were due to a transaction that was evaluated but was not executed. Costs incurred in fiscal year 2020 were due to the IBA acquisition.

For the year ended September 30, 2021, depreciation and amortization costs were approximately \$1.5 million and \$6.6 million, respectively, as compared to approximately \$2.2 million and \$4.8 million for the prior fiscal year, an aggregate increase of \$1.1 million. The increase was principally due to the amortization of the acquired definite-lived intangible assets of IBA.

Interest Expense, net

Interest expense, net, includes items such as, interest expense and amortization of deferred financing costs on debt obligations. For the year ended September 30, 2021, interest expense, net, was \$3.8 million compared to interest expense, net of \$3.4 million in the prior year, an increase of approximately \$0.3 million over the prior year period. The increase in interest expense was due to the \$33.0 million increase to the senior term loan used to finance the acquisition of IBA.

Income Tax Expense

Income tax expense for fiscal year ended September 30, 2021 was \$3.3 million, an increase of approximately \$0.4 million from the prior fiscal year. The effective tax rate was 24.5% and 29% for the fiscal years ending September 30, 2021 and 2020 respectively.

Non-GAAP Financial Measures for Fiscal 2021 and 2020

The Company uses EBITDA as a supplemental non-GAAP measures of our performance. The Company defines EBITDA as net income excluding (i) interest expense, (ii) provision for or benefit from income taxes, if any, and (iii) depreciation and amortization.

On a non-GAAP basis, Earnings Before Interest Taxes Depreciation and Amortization (“EBITDA”) for the year ended September 30, 2021 was approximately \$25.3 million, an increase of approximately \$4.9 million, or 23.8%, over the prior fiscal year. This increase was principally due to the contribution of IBA and effective management of general and administrative expenses.

We incurred \$1.1 million of corporate development costs for the year ended September 30, 2021, and \$0.9 million in the fiscal year ended September 30, 2020. We are excluding corporate development costs from this measure because they were incurred as a result of specific events, do not reflect the costs of our operations, and can affect the period-over-period assessment of operating results. We are reporting this non-GAAP metric to demonstrate the impact of these events.

These non-GAAP measures of our performance are used by management to conduct and evaluate its business during its regular review of operating results for the periods presented. Management and our Board utilize these non-GAAP measures to make decisions about the use of our resources, analyze performance between periods, develop internal projections and measure management's performance. We believe that these non-GAAP measures are useful to investors in evaluating our ongoing operating and financial results and understanding how such results compare with our historical performance. By providing this non-GAAP measure as a supplement to GAAP information, we believe this enhances investors understanding of our business and results of operations.

Reconciliation of GAAP net income to EBITDA, a non-GAAP measure (in thousands):

	Year Ended		
	September 30,		
	2021	2020	Change
Net income	\$ 10,145	\$ 7,114	\$ 3,031
(i) Interest expense, net:	3,784	3,441	343
(ii) Provision for taxes	3,294	2,906	388
(iii) Depreciation and amortization	8,115	7,003	1,112
EBITDA	\$ 25,338	\$ 20,464	\$ 4,874

Reconciliation of GAAP net income to net income adjusted for the effect of the corporate development costs, a non-GAAP measure (in thousands except for per share amounts):

	Year Ended September 30,		
	2021	2020	Change
Net income	\$ 10,145	\$ 7,114	\$ 3,031
Corporate development costs	1,088	930	158
Tax effect of excluding corporate development costs	(267)	(270)	3
Net income adjusted for corporate development costs	\$ 10,966	\$ 7,774	\$ 3,192
Net income per diluted share	\$ 0.75	\$ 0.54	\$ 0.21
Impact of corporate development costs, net	0.06	0.05	0.01
Net income per diluted share adjusted for corporate development costs	\$ 0.81	\$ 0.59	\$ 0.22

Liquidity and Capital Management

For the year ended September 30, 2021, the Company generated operating income of approximately \$17.2 million and net income of approximately \$10.1 million. Cash flows from operations totaled approximately \$45.7 million and \$19.5 million for the years ended September 30, 2021 and 2020, respectively. The increase in cash from operations was principally due to improved collections on key contracts and an advance payment to fund deployment of emergency medical resources under the FEMA contract awarded in late September.

We used less than \$0.1 million and \$32.8 million of cash in investing activities during fiscal years 2021 and 2020, respectively. The cash utilized was predominantly due to capital expenditures in fiscal year 2021 and the IBA acquisition in fiscal year 2020.

Cash used in and provided by financing activities during the fiscal years ended September 30, 2021 and 2020 was approximately \$22.9 million and \$12.9 million, respectively. The activity in each fiscal year was primarily the sourcing of capital to fund the IBA acquisition and early repayment of principal on our senior term loan. We entered into a \$95 million credit facility on June 7, 2019 which included a \$70.0 million term loan. We amended and restated the credit facility on September 30, 2020 in connection with our acquisition of IBA. During the year ended September 30, 2021, we had repayments of approximately \$23.3 million under our credit facility. We expect to continue to use operating cash flow to pay outstanding debt.

A summary of the change in cash and cash equivalents is presented below (in thousands):

	Year Ended September 30,	
	2021	2020
Net cash provided by operating activities	\$ 45,665	\$ 19,451
Net cash used in investing activities	(44)	(32,830)
Net cash (used in) provided by financing activities	(22,927)	12,946
Net change in cash and cash equivalents	\$ 22,694	\$ (433)

Sources of Cash and Cash Equivalents

As of September 30, 2021, our immediate sources of liquidity include cash and cash equivalents of approximately \$24.1 million, accounts receivable, and access to our secured revolving line of credit facility. This credit facility provides us with access of up to \$25.0 million, subject to certain conditions including eligible accounts receivable. As of September 30, 2021, we had unused borrowing capacity of \$25.0 million. The Company's present operating liabilities are largely predictable and consist of vendor and payroll related obligations. We believe that our current investment and financing obligations are adequately covered by cash generated from profitable operations and that planned operating cash flow should be sufficient to support our operations for twelve months from the date of issuance of these consolidated financial statements.

Loan Facility

A summary of our loan facilities and subordinated debt financing as of September 30, 2021 is as follows:

Lender	Arrangement	(\$ in Millions)		
		As of September 30, 2021		
		Loan Balance	Interest *	Maturity Date
First National Bank of Pennsylvania	Secured term loan (a)	\$ 46.8	LIBOR* + 3.5%	09/30/25
First National Bank of Pennsylvania	Secured revolving line of credit (b)	\$ —	LIBOR* + 3.5%	09/30/25

*LIBOR rate as of September 30, 2021 was 0.08%. As of September 30, 2020, our LIBOR rate is subject to a minimum floor of 0.5%. The floor affects interest payments for periods after September 30, 2020.

(a) Represents the principal amounts payable on our secured term loan. The \$70.0 million secured term loan is secured by liens on substantially all of the assets of the Company. The principal of the term loan is payable in quarterly installments with the remaining balance due on September 30, 2025.

The Credit Agreement requires compliance with a number of financial covenants and contains restrictions on our ability to engage in certain transactions. Among other matters, we must comply with limitations on: granting liens; incurring other indebtedness; maintenance of assets; investments in other entities and extensions of credit; mergers and consolidations; and changes in nature of business. The loan agreement also requires us to comply with certain quarterly financial covenants including: (i) a minimum fixed charge coverage ratio of at least 1.25 to 1.00, and (ii) a Funded Indebtedness to Adjusted EBITDA ratio not exceeding the ratio of 3.75:1.0 to 2.75:1.0 through maturity. Adjusted EBITDA ratio is calculated by dividing the Company's total interest-bearing debt by net income adjusted to exclude (i) interest and other expenses, (ii) provision for or benefit from income taxes, if any, (iii) depreciation and amortization, and (iv) non-recurring charges, losses or expenses to include transaction and non-cash equity expense. The term loan has an interest rate spread range from 2.5% to 4.5% depending on the funded indebtedness to adjusted EBITDA ratio. We are in compliance with all loan covenants and restrictions.

We are required to pay quarterly amortization payments commencing in December 2020 through September 2025. The annual amount of principal amortization is based on a percentage of the loan balance at September 30, 2020. The annual amortization amounts are \$7.0 million for fiscal years 2021 and 2022 and \$8.75 million each for fiscal years 2023 - 2025. The quarterly payments are in equal installments. During the year ended September 30, 2021, the Company made voluntary prepayments of \$16.3 million, bringing the total amount paid on the secured term loan to \$23.3 million. As of September 30, 2021, we have satisfied mandatory principal amortization until December 31, 2023.

In addition to quarterly payments of the outstanding indebtedness, the loan agreement also requires annual payments of a percentage of excess cash flow, as defined in the loan agreement. The loan agreement states that an excess cash flow recapture payment must be made equal to (a) 75% of the excess cash flow for the immediately preceding fiscal year in which indebtedness to consolidated EBITDA ratio is greater than or equal to 2.50:1.0; (b) 50% of the excess cash flow for the immediately preceding fiscal year in which the funded indebtedness to consolidated EBITDA Ratio is less than 2.50:1.0 but greater than or equal to 1.5:1.0; or (c) 0% of the excess cash flow for the immediately preceding fiscal year in which the funded indebtedness to consolidated EBITDA Ratio is less than 1.5:1.0. In addition, the Company must make additional mandatory prepayment of amounts outstanding based on proceeds received from asset sales and sales of certain equity securities or other indebtedness. Due to the voluntary prepayment of term debt, there was no excess cash flow payment required. For additional information regarding the schedule of future payment obligations, please refer to [Note 11 Commitments and Contingencies](#).

On September 30, 2019, we executed a floating-to-fixed interest rate swap, maturing in 2024, with First National Bank ("FNB") as counter party. The notional amount in the floating-to-fixed interest rate swap is \$22.8 million at the end of fiscal year 2021 and \$28.8 million at the end of fiscal year 2020. The remaining outstanding balance of our term loan is subject to interest rate fluctuations and the minimum LIBOR floor of 50 bps. On the notional amount, the Company pays a fixed rate of 1.61%, plus applicable credit spread. As a result, for the year ended September 30, 2021, interest expense increased by approximately \$0.4 million.

(b) The secured revolving line of credit has a ceiling of up to \$25.0 million. Borrowing on the line of credit is secured by liens on substantially all of the assets of the Company. The Company accessed funds from the revolving credit facility during the year, but has no outstanding balance at September 30, 2021.

The Company's total borrowing availability, based on eligible accounts receivables at September 30, 2021, was \$25.0 million. As part of the revolving credit facility, the lenders agreed to a sublimit of \$5 million for letters of credit for the account of the Company, subject to applicable procedures.

The revolving line of credit has a maturity date of September 30, 2025 and is subject to loan covenants as described above. The Company is fully compliant with those covenants.

Contractual Obligations as of September 30, 2021

(Amounts in thousands)	Total	Payments Due By Period			
		Next 12 Months	2-3 Years	4-5 Years	More than 5 Years
Debt Obligations	\$ 46,750	\$ —	\$ 8,250	\$ 38,500	\$ —
Facility Operating Leases	27,701	3,418	6,507	6,285	11,491
Equipment Operating Leases	218	83	135	—	—
Total Obligations	\$ 74,669	\$ 3,501	\$ 14,892	\$ 44,785	\$ 11,491

Off-Balance Sheet Arrangements

The Company did not have any material off-balance sheet arrangements as of September 30, 2021 or subsequent to, or upon the filing of our consolidated financial statements in our Annual Report as defined under SEC rules.

Effects of Inflation

Inflation and changing prices have not had a material impact on the Company's net revenues, results of operations, and cash flows as inflation has generally been limited. However, we are subject to current inflation pressures which may increase the cost of labor, subcontractors and other direct costs. The Company has been able to modify its prices and cost structure to respond to inflation and changing prices as needed and expects to be able to do so in future periods.

Critical Accounting Policies and Estimates

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States 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. Significant estimates include valuation of goodwill and intangible assets, interest rate swaps, stock-based compensation, right-of-use assets and lease liabilities, valuation allowances established against deferred tax assets, and measurement of loss development on workers' compensation claims. In addition, the Company estimates overhead charges and allocates such charges throughout the year. Actual results could differ from those estimates. In particular, a material reduction in the fair value of goodwill would have a material adverse effect on the Company's financial position and results of operations. For a detailed discussion on the application of these and other accounting policies, you should review the discussion under the caption [Significant Accounting Policies in Note 4](#) of the notes to our Consolidated Financial Statements contained elsewhere in this Annual Report on Form 10-K.

Revenue Recognition

We recognize revenue over time when there is a continuous transfer of control to our customer. For our U.S. government contracts, this continuous transfer of control to the customer is supported by clauses in the contract that allow the U.S. government to unilaterally terminate the contract for convenience, pay us for costs incurred plus a reasonable profit and take control of any work in process. When control is transferred over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. For services contracts, we satisfy our performance obligations as services are rendered. We use cost-based input and time-based output methods to measure progress.

For time-and-materials contracts, revenue is recognized to the extent of billable rates times hours delivered plus materials and other reimbursable costs incurred. Revenue for cost-reimbursable contracts is recorded as reimbursable costs are incurred, including an estimated share of the applicable contractual fees earned. For firm-fixed-price contracts, the consideration received for our performance is set at a predetermined price. Revenue for our firm-fixed-price contracts is recognized over time using a straight-line measure of progress or using the percentage-of-completion method whereby progress toward completion is based on a comparison of actual costs incurred to total estimated costs to be incurred over the contract term. Contract costs are expensed as incurred. Estimated losses are recognized when identified.

Refer to [Note 5](#) of the accompanying notes to our Consolidated Financial Statements contained elsewhere in this Annual Report on Form 10-K for discussion relative to the Company's revenue recognition in accordance with ASC-606.

Long-lived Assets

Our long-lived assets include equipment and improvements, right-of-use assets, intangible assets, and goodwill. The Company continues to review its long-lived assets for possible impairment or loss of value at least annually or more frequently upon the occurrence of an event or when circumstances indicate that a reporting unit's carrying amount is greater than its fair value.

Equipment and improvements are stated at cost. Depreciation and amortization are provided using the straight-line method over the estimated useful asset lives (3 to 7 years) and the shorter of the initial lease term or estimated useful life for leasehold improvements.

Costs incurred to place the asset in service are capitalized and costs incurred after implementation are expensed. Amortization expense is recorded when the software is placed in service on a straight-line basis over the estimated useful life of the software.

Right-of-use assets are measured at the present value of future minimum lease payments, including all probable renewals, plus lease payments made to the lessor before or at lease commencement and indirect costs, less incentives received. Our right-of-use assets include long-term leases for facilities and equipment and are amortized over their respective lease terms.

Intangible assets are originally recorded at fair value and amortized on a straight-line basis over their assessed useful lives. The assessed useful lives of the assets are 10 years.

Goodwill

The Company continues to review its goodwill for possible impairment or loss of value at least annually or more frequently upon the occurrence of an event or when circumstances indicate that a reporting unit's carrying amount is greater than its fair value. At September 30, 2021, we performed a goodwill impairment evaluation. We performed a qualitative assessment of factors to determine whether it was necessary to perform the goodwill impairment test. Based on the results of the work performed, the Company has concluded that no impairment loss was warranted at September 30, 2021, as no change in business conditions occurred which would have a material adverse effect on the valuation of goodwill. Our assessment incorporated effects of the COVID-19 pandemic, which did not have a meaningful impact on our financial results. Notwithstanding this evaluation, factors including non-renewal of a major contract or other substantial changes in business conditions could have a material adverse effect on the valuation of goodwill in future periods and the resulting charge could be material to future periods' results of operations.

Income Taxes

The Company accounts for income taxes in accordance with the liability method, whereby deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities, using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reflected on the consolidated balance sheet when it is determined that it is more likely than not that the asset will be realized. This guidance also requires that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some or all of the deferred tax asset will not be realized. The Company has fully utilized its net operating loss carryforwards.

Stock-based Equity Compensation

The Company uses the fair value-based method for stock-based equity compensation. Options issued are designated as either an incentive stock or a non-statutory stock option. No option may be granted with a term of more than 10 years from the date of grant. Option awards may depend on achievement of certain performance measures determined by the Compensation Committee of our Board. Shares issued upon option exercise are newly issued common shares. All awards to employees and non-employees are recorded at fair value on the date of the grant and expensed over the period of vesting. The Company uses a Monte Carlo binomial and Black Scholes option pricing models to estimate the fair value of each stock option at the date of grant. Any consideration paid by the option holders to purchase shares is credited to capital stock.

New Accounting Pronouncements

A discussion of recently issued accounting pronouncements is described in [Note 3](#) of the accompanying notes to our Consolidated Financial Statements contained elsewhere in this Annual Report, and we incorporate such discussion by reference.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Except as described in this Item 7A, the Company has not engaged in trading practices in securities or other financial instruments and therefore does not have any material exposure to interest rate risk, foreign currency exchange rate risk, commodity price risk or other similar risks, which might otherwise result from such practices. The Company has limited foreign operations and therefore is not materially subject to fluctuations in foreign exchange rates, commodity prices or other market rates or prices from market sensitive instruments. On September 30 2019, we executed a floating-to-fixed interest rate swap with FNB as counter party. The notional amount in the floating-to-fixed interest rate swap is \$22.8 million at the end of fiscal year 2021. The remaining outstanding balance of our term loan is subject to interest rate fluctuations. The Company has determined that a 1.0% increase to the LIBOR rate would incrementally impact our interest expense by approximately \$0.2 million per year. As of September 30, 2021, the interest rate was 3.58%.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA

See attached Consolidated Financial Statements beginning on page F-1 attached to this Report on Form 10-K.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our CEO and President and Chief Financial Officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) or 15d-15(e) under the Exchange Act) as of the end of the period covered by this report, have concluded that, based on the evaluation of these controls and procedures, our disclosure controls and procedures were effective at the reasonable assurance level to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our CEO and President and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Our management, including our CEO and President and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. Our management, however, believes our disclosure controls and procedures are in fact effective to provide reasonable assurance that the objectives of the control system are met.

Management's Report on Internal Control over Financial Reporting

Our management, under the supervision of our Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended). Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that:

- (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the company; and
- (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Management, including our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our internal control over financial reporting as of September 30, 2021. In making this evaluation, management used the 2013 framework on Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on our evaluation under the COSO framework, our management has concluded that our internal control over financial reporting was effective as of September 30, 2021.

This annual report does not include an attestation report of our independent registered public accounting firm regarding our internal control over financial reporting. Management's report was not subject to attestation by our independent registered public accounting firm pursuant to rules of the Securities and Exchange Commission.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Changes in Internal Controls over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) identified in connection with the evaluation of our internal control that occurred during the fourth quarter of our fiscal year ended September 30, 2021, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

As previously reported, certain entities affiliated with Wynnefield Capital, Inc., the Company's largest stockholder, owned warrants to purchase 53,619 shares of common stock exercisable at a price of \$3.73 until November 2021. In October 2021, the holders of the warrants exercised such warrants in full for 53,619 shares of common stock. The shares of common stock issued upon exercise of the warrants were issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended.

PART III

The Information required by Items 10, 11, 12, 13 and 14 of Part III of Form 10-K has been omitted in reliance on General Instruction G(3) and is incorporated herein by reference to our proxy statement to be filed with the SEC pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended, as set forth below:

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item with respect to our executive officers, directors, board committees, and corporate governance matters will be set forth in our definitive Proxy Statement under the captions "Executive Officers," "Election of Directors," and "Corporate Governance" of the Proxy Statement, to be filed within 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference to our Proxy Statement.

We have adopted a written code of business conduct and ethics, which applies to our principal executive officer, principal financial or accounting officer or person serving similar functions and all of our other employees and members of our board of directors. We did not waive any provisions of the code of business ethics during the year ended September 30, 2021. Our code of business conduct and ethics is posted in the investor relations - corporate governance section of our website at www.dlhcorp.com. If we amend, or grant a waiver under, our code of business ethics that applies to our principal executive officer, principal financial or accounting officer, or persons performing similar functions, we intend to post information about such amendment or waiver on our website.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item will be set forth in our definitive Proxy Statement, to be filed within 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference to our Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item will be set forth in our definitive Proxy Statement, to be filed within 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference to our Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item will be set forth in our definitive Proxy Statement, to be filed within 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference to our Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item will be set forth in our definitive Proxy Statement under the caption "Independent Registered Public Accounting Firm", to be filed within 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and is incorporated herein by reference to our Proxy Statement.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) (1) Financial Statements

The financial statements and schedules of the Company are included in Part II, Item 8 of this report beginning on page F-1.

(a) (2) Financial Statement Schedule

All schedules have been omitted since the required information is not applicable or because the information required is included in the Consolidated Financial Statements or the notes thereto.

(a) (3) Exhibits

The exhibits designated with an asterisk (*) are filed herewith. All other exhibits have been previously filed with the Commission and, pursuant to 17 C.F.R. Secs. 201.24 and 240.12b-32, are incorporated by reference to the document referenced in brackets following the descriptions of such exhibits. The exhibits designated with a number sign (#) indicate a management contract or compensation plan or arrangement.

Exhibit No.	Description
2.1	Stock Purchase Agreement among the Company, Social & Scientific Systems, Inc., and Social & Scientific Systems, Inc. Employee Stock Ownership Trust (filed as Exhibit 2.1 to Current Report on Form 8-K filed June 13, 2019).
2.2	Equity Purchase Agreement among DLH Holdings Corp., Irving Burton Associates, LLC, Project Insight Holdings, Inc., the Owners of the Seller and Anna L. Ryan as the Sellers' Representative (filed as Exhibit 2.1 to Current Report on Form 8-K filed October 6, 2020).
3.1	Amended and Restated Certificate of Incorporation (filed as Exhibit A to Definitive Proxy Statement dated May 1, 2000 as filed with the Securities and Exchange Commission).
3.2	Amended and Restated By-Laws of Registrant adopted as of August 27, 2020 (filed as Exhibit 3.1 to the Current Report on Form 8-K filed August 31, 2020).
3.3	Amendment to Amended and Restated Certificate of Incorporation of the Company (filed as Exhibit B to Definitive Proxy Statement dated March 13, 2008 as filed with the Securities and Exchange Commission).
3.4	Amendment to Amended and Restated Certificate of Incorporation of the Company filed June 25, 2012 (filed as Exhibit 3.1 to Current Report on Form 8-K filed on June 26, 2012).
3.5	Amendment to Amended and Restated Certificate of Incorporation filed February 12, 2015 (filed as Annex A to the Company's Proxy Statement dated December 31, 2014).
4.1	Specimen of the Common Stock Certificate (filed as Exhibit 4.1 to Annual Report on Form 10-K for the fiscal year ended September 30, 2017.)
4.2	Form of Warrant issued to Subordinated Lenders (filed as Exhibit 4.4 to Current Report on Form 8-K filed May 6, 2016).
4.3	* Description of Securities (filed as Exhibit 4.3 to Annual Report on Form 10-K filed on December 7, 2020).
10.1	# Form of Stock Option Award under 2006 Long Term Incentive Plan (filed as Exhibit 10.6 to Quarterly Report on Form 10-Q filed on February 16, 2010).
10.2	# Employment Agreement between the Company and Kevin Wilson (filed as Exhibit 10.1 to Current Report on Form 8-K dated October 3, 2013).
10.3	# 2006 Long Term Incentive Plan, as amended (filed as Annex A to the Company's Proxy Statement dated January 3, 2014).
10.4	# Lease Agreement dated April 27, 2015 between DLH Holdings Corp. and Piedmont Center, 1-4 LLC (filed as Exhibit 10.1 to Quarterly Report on Form 10-Q filed on August 5, 2015).
10.5	# Amendment to Employment Agreement with Kevin Wilson (filed as Exhibit 10.1 to Current Report on Form 8-K filed October 2, 2015).
10.6	# 2016 Omnibus Equity Incentive Plan, as amended (incorporated by reference to Appendix A to the Company's definitive Proxy Statement dated January 28, 2021).
10.7	# Form of Stock Option Award Agreement under the 2016 Omnibus Equity Incentive Plan (filed as Exhibit 10.8 to Quarterly Report on Form 10-Q filed May 16, 2016).

10.8	#	<u>Change in Control, Severance and Covenant Agreement with Helene Fisher, dated June 4, 2018 (filed as Exhibit 10.2 to Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2018, filed August 6, 2018).</u>
10.9		<u>Credit Agreement among DLH Holdings Corp., DLH Solutions, Inc., Danya International, LLC, Social & Scientific Systems, Inc., First National Bank of Pennsylvania, as Administrative Agent and other lenders party thereto (filed as Exhibit 10.1 to Current Report on Form 8-K filed on June 13, 2019).</u>
10.10		<u>First Amendment to Credit Agreement among DLH Holdings Corp., DLH Solutions, Inc., Danya International, LLC, Social & Scientific Systems, Inc., First National Bank of Pennsylvania, as Administrative Agent and other lenders party thereto (filed as Exhibit 10.1 to Current Report on Form 8-K filed on September 12, 2019).</u>
10.11		<u>Amended and Restated Credit Agreement among DLH Holdings Corp., DLH Solutions, Inc., Danya International, LLC, Social & Scientific Systems, Inc., Irving Burton Associates, LLC, First National Bank of Pennsylvania, as Administrative Agent and other lenders party thereto (filed as Exhibit 10.1 to Current Report on Form 8-K filed October 6, 2020).</u>
10.12	#	<u>Employment Agreement between the Company and Zachary C. Parker dated October 11, 2019 (filed as Exhibit 10.1 to Current Report on Form 8-K filed on October 17, 2019).</u>
10.13	#	<u>Form of Restricted Stock Unit for non-employee directors under the 2016 Omnibus Equity Incentive Plan.</u>
10.14	#	<u>Employment Offer Letter between the Company and Jeanine M. Christian (filed as Exhibit 10.1 to Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2020, filed August 5, 2020).</u>
10.15	#	<u>Employment Offer Letter between the Company and Jacqueline S. Everett (filed as Exhibit 10.2 to Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2020, filed August 5, 2020).</u>
10.16	#	<u>Change in Control, Severance and Covenant Agreement between the Company and Jeanine M. Christian (filed as Exhibit 10.3 to Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2020, filed August 5, 2020).</u>
10.17	#	<u>Change in Control, Severance and Covenant Agreement between the Company and Jacqueline S. Everett (filed as Exhibit 10.4 to Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2020, filed August 5, 2020).</u>
10.18	#	<u>Employment agreement between the Company and Kathryn M JohnBull dated September 14, 2020 (filed as Exhibit 10.1 to Current Report on Form 8-K filed on September 15, 2020).</u>
10.19	#	<u>Form of Performance Restricted Stock Units granted December 9, 2020 granted under the 2016 Omnibus Equity Incentive Plan (filed as Exhibit 10.1 to Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 2020, filed February 2, 2021).</u>
10.20	#	<u>Employment Offer Letter between the Company and G. Maliek Ferebee</u>
10.21	#	<u>Change in Control, Severance and Covenant Agreement between the Company and G. Maliek Ferebee</u>
21.00	*	<u>Subsidiaries of Registrants.</u>
23.10	*	<u>Consent of WithumSmith+Brown, PC</u>
31.10	*	<u>Certification of Chief Executive Officer pursuant to Section 17 CFR 240.13a-14(a) or 17 CFR 240.15d-14(a).</u>
31.20	*	<u>Certification of Chief Financial Officer pursuant to Section 17 CFR 240.13a-14(a) or 17 CFR 240.15d-14(a).</u>
32.10	*	<u>Certification of Chief Executive Officer and Chief Financial Officer pursuant to 17 CFR 240.13a-14(b) or 17 CFR 240.15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code.</u>
101.0		The following financial information from the DLH Holdings Corp. Annual Report on Form 10-K for the fiscal year ended September 30, 2021, formatted in iXBRL (Inline eXtensible Business Reporting Language) and filed electronically herewith: (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Operations; (iii) the Consolidated Statements of Cash Flows; (iv) the Consolidated Statements of Changes in Shareholders' Equity and, (v) the Notes to the Consolidated Financial Statements. Filed electronically herewith.
104.0		Cover Page Interactive Data File. (formatted as Inline XBRL tags and contained in Exhibit 101)

ITEM 16. FORM 10-K SUMMARY

None

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

DLH HOLDINGS CORP.

By: _____ /s/ KATHRYN M. JOHNBULL
Kathryn M. JohnBull
Chief Financial Officer
(Principal Accounting Officer)

Dated: December 6, 2021

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ FREDERICK G. WASSERMAN</u> Frederick G. Wasserman	Chairman of the Board	December 6, 202
<u>/s/ JAMES P. ALLEN</u> James P. Allen	Director	December 6, 202
<u>/s/ MARTIN J. DELANEY</u> Martin J. Delaney	Director	December 6, 202
<u>/s/ ELDER GRANGER</u> Elder Granger	Director	December 6, 202
<u>/s/ FRANCES MURPHY</u> Frances Murphy	Director	December 6, 202
<u>/s/ AUSTIN J. YERKS III</u> Austin J. Yerks III	Director	December 6, 202
<u>/s/ STEPHEN J. ZELKOWICZ</u> Stephen J. Zelkowitz	Director	December 6, 202
<u>/s/ ZACHARY C. PARKER</u> Zachary C. Parker	Chief Executive Officer, President and Director	December 6, 202
<u>/s/ KATHRYN M. JOHNBULL</u> Kathryn M. JohnBull	Chief Financial Officer and Principal Accounting Officer	December 6, 202

DLH Holdings Corp. and Subsidiaries
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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of DLH Holdings Corp.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of DLH Holdings Corp. and Subsidiaries (the "Company") as of September 30, 2021 and 2020, the related consolidated statements of operations, cash flows, and changes in shareholders' equity, for each of the two years in the period ended September 30, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as of September 30, 2021 and 2020, and the consolidated results of its operations and its cash flows for each of the two years in the period ended September 30, 2021, in conformity with accounting principles generally accepted in the United States.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition

Critical Audit Matter Description:

As described in Note 5 to the consolidated financial statements, the Company generally recognizes revenue over time as services are provided, as most of its contracts involve a continuous transfer of control to the customer. This continuous transfer of control to the customer is supported by clauses in the contract that allow the customer to unilaterally terminate the contract for convenience, pay the Company for costs incurred plus a reasonable profit and take control of any work in process. When control is transferred over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. For services contracts, the Company satisfies performance obligations as services are rendered. We identified the Company's revenue recognition as a critical audit matter because of certain significant assumptions management makes when

estimating progress over time and subjective auditor judgement on completion of the contract performance obligations. Auditing these assumptions involved a high degree of judgement and subjectivity as changes in these assumptions could have a significant impact on the amount of revenue recognized.

Response:

The following are the primary procedures we performed to address this critical audit matter.

To test the recognition of revenue, our audit procedures included among others, testing the internal controls over the proper accumulation of labor costs by contract as well as the approval of monthly invoices for accuracy and completeness, reviewing key provisions and deliverables within customer contracts, and comparing actual results to prior management estimates. We evaluated management's application of their revenue recognition policies in the determination of revenue recognition conclusions. We selected a sample of revenue transactions, and performed the following procedures: we reviewed the signed contract; we reviewed the recorded timesheet data related to the selected invoices; and we reviewed the signed contract related to the selected invoice, noting each task has an agreed upon unit price per contract and the unit price matched what was shown on the invoice. We also tested for proper revenue recognition cut off and assessed the adequacy of the reserve for subsequent credits granted.

Workers' Compensation Claims Liabilities

Critical Audit Matter Description:

The Company uses a combination of insured and self-insurance programs to cover workers' compensation claims. Workers' compensation claims liabilities represent management's estimate of future amounts necessary to pay claims and related expenses with respect to workplace injuries that have occurred as of a given reporting date. The estimated liability of workers' compensation claims is based on an evaluation of information provided by the Company's third-party administrators for workers' compensation claims, coupled with an actuarial estimate of future adverse loss development with respect to reported claims and incurred but not reported claims (together, IBNR). The process of arriving at an estimate of unpaid claims and claims adjustment expense involves a high degree of judgment and is affected by both internal and external events, including the Company's claims experience. The Company's estimates are based on informed judgment, derived from individual experience and expertise applied to multiple sets of data and analyses. As noted in Note 7 to the consolidated financial statements, workers' compensation claims liabilities as of September 30, 2021 were approximately \$7.0 million. Given the high degree of judgment required to estimate the value of the workers' compensation claims liabilities, performing audit procedures to evaluate the workers' compensation claims liabilities recorded as of September 30, 2021 required an increased extent of effort. As a result, we identified the Company's workers' compensation claims liabilities as a critical audit matter because of certain significant assumptions management makes when estimating future incurred but not reported claims using both internal and external events to drive the accruals. Auditing these assumptions involved a high degree of judgement and subjectivity as changes in these assumptions could have a significant impact on the accruals recorded to estimate unpaid claims and the related expenses.

Response:

The following are the primary procedures we performed to address this critical audit matter.

We assessed whether there were any changes to the Company's estimation process during the current year. We assessed whether any changes in the business or environment, including any changes to claims handling practices, were appropriately considered in the reserve setting process as well. We tested the underlying data that served as inputs into the Company's analysis, including historical claims from third party and claims paid, to evaluate whether inputs and assumptions were reasonable. We compared management's prior-year assumptions of expected claims development and ultimate loss to actuals incurred during the current year to identify and evaluate potential management bias in the determination of the workers' compensation claims liabilities. We compared the estimated ultimate loss per each insurance year to prior years estimated ultimate loss by year to reassess the Company's estimation process. We tested the mathematical accuracy of the accrual as of September 30, 2021. We reviewed supporting vendor documentation related to the current year's base premiums. We also analyzed the qualifications of the Company's third-party administrators for their expertise in this area.

/s/ WithumSmith+Brown, PC

We have served as the Company's auditor since 2007.

Whippany, New Jersey
December 5, 2021

DLH HOLDINGS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands except per share amounts)

	Year Ended September 30,	
	2021	2020
Revenue	\$ 246,094	\$ 209,185
Cost of Operations		
Contract costs	194,614	163,596
General and administrative costs	25,054	24,195
Corporate development costs	1,088	930
Depreciation and amortization	8,115	7,003
Total operating costs	228,871	195,724
Income from operations	17,223	13,461
Interest expense, net	3,784	3,441
Income before income taxes	13,439	10,020
Income tax expense	3,294	2,906
Net income	\$ 10,145	\$ 7,114
Net income per share - basic	\$ 0.81	\$ 0.58
Net income per share - diluted	\$ 0.75	\$ 0.54
Weighted average common shares outstanding		
Basic	12,549	12,282
Diluted	13,597	13,105

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

DLH HOLDINGS CORP. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands except par value of shares)

	September 30, 2021	September 30, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 24,051	\$ 1,357
Accounts receivable	33,447	32,541
Other current assets	4,265	3,499
Total current assets	61,763	37,397
Equipment and improvements, net	1,912	3,339
Operating lease right-of-use-assets	19,919	22,427
Deferred taxes, net	—	37
Goodwill	65,643	67,144
Intangible assets, net	47,469	52,612
Other long-term assets	464	606
Total assets	\$ 197,170	\$ 183,562
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Debt obligations - current, net of deferred financing costs	\$ —	\$ 6,727
Operating lease liabilities - current	2,261	2,045
Accrued payroll	9,125	10,611
Deferred revenue	22,273	—
Accounts payable, accrued expenses, and other current liabilities	32,717	28,578
Total current liabilities	66,376	47,961
Long-term liabilities:		
Deferred taxes, net	1,176	—
Operating lease liabilities - long-term	19,374	21,620
Debt obligations - long-term, net of deferred financing costs	44,636	60,544
Total long-term liabilities	65,186	82,164
Total liabilities	131,562	130,125
Shareholders' equity:		
Common stock, \$0.001 par value; authorized 40,000 shares; issued and outstanding 12,714 and 12,404 at September 30, 2021 and 2020, respectively	13	12
Additional paid-in capital	87,893	85,868
Accumulated deficit	(22,298)	(32,443)
Total shareholders' equity	65,608	53,437
Total liabilities and shareholders' equity	\$ 197,170	\$ 183,562

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

DLH HOLDINGS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Year Ended September 30,	
	2021	2020
Operating activities		
Net income	\$ 10,145	\$ 7,114
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	8,115	7,003
Amortization of deferred financing costs charged to interest expense	792	721
Stock based compensation expense	1,660	910
Deferred taxes, net	1,213	2,308
Gain from lease modification	—	(121)
Changes in operating assets and liabilities		
Accounts receivable	(906)	(5,408)
Other current assets	(766)	(1,592)
Accrued payroll	(1,486)	489
Deferred revenue	22,273	—
Accounts payable, accrued expenses, and other current liabilities	4,139	7,188
Other long-term assets and liabilities	486	839
Net cash provided by operating activities	45,665	19,451
Investing activities		
Business acquisition, net of cash acquired	59	(32,678)
Purchase of equipment and improvements	(103)	(152)
Net cash used in investing activities	(44)	(32,830)
Financing activities		
Proceeds from debt obligations	—	33,000
Repayment of debt obligations	(23,250)	(19,000)
Repurchase of common stock	—	(211)
Payment of deferred financing costs	(43)	(898)
Proceeds from issuance of common stock upon exercise of options	366	55
Net cash (used in)/provided by financing activities	(22,927)	12,946
Net change in cash and cash equivalents	22,694	(433)
Cash and cash equivalents at beginning of year	1,357	1,790
Cash and cash equivalents at end of year	\$ 24,051	\$ 1,357
Supplemental disclosures of cash flow information		
Cash paid during the year for interest	\$ 2,941	\$ 2,806
Cash paid during the year for income taxes	\$ 936	\$ 917
Supplemental disclosures of non-cash activity		
Non-cash cancellation of common stock	\$ 68	\$ 211

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

DLH HOLDINGS CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
For the years ended September 30, 2021 and 2020
(Amounts in thousands)

	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount	Shares	Amount			
Year Ended September 30, 2021							
Balance at September 30, 2020	12,404	\$ 12	—	\$ —	\$ 85,868	\$ (32,443)	\$ 53,437
Expense related to director restricted stock units	141	—	—	—	467	—	467
Expense related to employee stock options	—	—	—	—	1,193	—	1,193
Exercise of stock options	175	1	—	—	433	—	434
Repurchase of common stock	—	—	—	—	—	—	—
Cancellation of common stock	(6)	—	—	—	(68)	—	(68)
Net income	—	—	—	—	—	10,145	10,145
Balance at September 30, 2021	12,714	\$ 13	—	\$ —	\$ 87,893	\$ (22,298)	\$ 65,608

	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount	Shares	Amount			
Year Ended September 30, 2020							
Balance at September 30, 2019	12,036	\$ 12	—	\$ —	\$ 85,114	\$ (39,555)	\$ 45,571
Cumulative-effect adjustment for adoption of ASC 842	—	—	—	—	—	(2)	(2)
Expense related to director restricted stock units	90	—	—	—	347	—	347
Expense related to employee stock options	—	—	—	—	563	—	563
Exercise of stock options	395	—	—	—	55	—	55
Repurchase of common stock	—	—	28	(113)	—	—	(113)
Cancellation of common stock	(117)	—	(28)	113	(211)	—	(98)
Net income	—	—	—	—	—	7,114	7,114
Balance at September 30, 2020	12,404	\$ 12	—	\$ —	\$ 85,868	\$ (32,443)	\$ 53,437

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

DLH HOLDINGS CORP. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2021

1. Basis of Presentation

The accompanying consolidated financial statements include the accounts of DLH Holdings Corp. and its subsidiaries (together with its subsidiaries, "DLH" or the "Company" and also referred to as "we," "us," and "our"), all of which are wholly-owned. All significant intercompany balances and transactions have been eliminated in consolidation. The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and with the instructions to Form 10-K, Regulation S-X, and Regulation S-K.

2. Business Overview

The Company is a full-service provider of technology-enabled health and human services, providing solutions to three market focus areas: Defense and Veterans' Health Solutions, Human Solutions and Services, and Public Health and Life Sciences. We deliver domain-specific expertise, industry best-practices and innovations to customers across these markets leveraging seven core competencies: secure data analytics, clinical trials and laboratory services, case management, performance evaluation, system modernization, operational logistics and readiness, and strategic digital communications. The Company manages its operations from its principal executive offices in Atlanta, Georgia, and we have a complementary headquarters office in Silver Spring, Maryland. We employ over 2,300 skilled employees working in more than 30 locations throughout the United States and one location overseas.

At present, the Company derives 99% of its revenue from agencies of the Federal government, primarily as a prime contractor but also as a subcontractor to other Federal prime contractors. A major customer is defined as a customer from whom the Company derives at least 10% of its revenues. Our three largest customers are the Department of Veteran Affairs ("VA"), the Department of Health and Human Services ("HHS"), and the Department of Defense ("DoD").

The following table summarizes the revenues by customer for the years ended September 30, 2021 and 2020, respectively:

(Amounts in thousands)	Year Ended September 30,			
	2021		2020	
	Revenue	Percent of total revenue	Revenue	Percent of total revenue
Department of Veterans Affairs	\$ 110,078	45 %	\$ 100,204	48 %
Department of Health and Human Services	91,543	37 %	95,026	45 %
Department of Defense	30,930	13 %	1,303	1 %
Customers with less than 10% share of total revenue	13,543	5 %	12,652	6 %
Total revenue	\$ 246,094	100 %	\$ 209,185	100 %

3. New Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, Financial Instruments - Credit Losses, which requires companies to record an allowance for expected credit losses over the contractual term of certain financial assets, including short-term trade receivables and contract assets. Additionally, it expands disclosure requirements for credit quality of financial assets. ASU 2016-13 became effective for the Company in the first quarter of fiscal year 2021. The adoption of this standard did not have a material impact on our operating results, financial position, or cash flows. For further detail of our outstanding receivables see [Note 7](#).

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform (Topic 848), which provides optional expedients and exceptions for the application of U.S. GAAP to contracts, hedging relationships, and other transactions that reference the London Interbank Offered Rate ("LIBOR") and other references rates expected to be discontinued due to reference rate reform. ASU 2020-04 became effective on March 12, 2020 for all entities meeting certain criteria. The Company may elect to apply the amendments using a prospective approach through December 31, 2022. The Company is currently assessing the impact of

electing this standard on its consolidated financial statements and related disclosures and does not expect the impact to be material.

In April 2020, the FASB issued a Staff Q&A, Topic 842 and 840: Accounting For Lease Concessions Related to the Effects of the COVID-19 Pandemic in order to provide clarity regarding the accounting treatment for lease concessions provided as a result of COVID-19. Under existing lease guidance, changes to certain lease terms not specified in the original lease agreement require modification accounting treatment. To provide relief, the FASB Staff Q&A permits alternatives to modification accounting under Topic 842. For concessions related to the effects of the COVID-19 pandemic that do not result in a substantial increase in the rights of the lessor or our obligations as the lessee, we are not required to analyze each contract to determine whether enforceable rights and obligations for concessions exist in the lease agreement and can elect to apply or not apply the lease modification guidance in Topic 842. In fiscal year 2021, we elected to account for lease concessions received for one of our operating leases as a resolution of a contingency, whereby we remeasured our lease liability and recorded the adjustment against the right-of-use asset, without reassessing lease classification or modifying the original discount rate. As a result of this election, our lease liability and right-of-use-asset decreased by less than \$0.1 million.

In August 2020, the FASB issued ASU 2020-06, which amends the measurement and disclosure of convertible instruments, contracts in an entity's own equity, and EPS guidance. The guidance can be adopted using a modified retrospective method or a fully retrospective method. The amendments are effective for fiscal years beginning after December 15, 2021 for public entities, excluding those that are smaller reporting companies. For all other entities the amendments are effective for fiscal years beginning after December 15, 2023. The Company does not expect the update to have a material impact on its consolidated financial statements and related disclosures.

4. Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States 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. Significant estimates include valuation of goodwill and intangible assets, interest rate swaps, stock-based compensation, right-of-use assets and liabilities, valuation allowances established against accounts receivable and deferred tax assets, and measurement of loss development on workers' compensation claims. We evaluate these estimates and judgments on an ongoing basis and base our estimates on historical experience, current and expected future outcomes, third-party evaluations, and various other assumptions that we believe are reasonable under the circumstances. The results of these estimates form the basis for making judgments about the carrying values of assets and liabilities as well as identifying and assessing the accounting treatment with respect to commitments and contingencies. We revise material accounting estimates if changes occur, such as more experience is acquired, additional information is obtained, or there is new information on which an estimate was or can be based. Actual results could differ from those estimates. In particular, a material reduction in the fair value of goodwill would have a material adverse effect on the Company's financial position and results of operations. We account for the effect of a change in accounting estimate during the period in which the change occurs.

Fair Value of Financial Instruments

The carrying amounts of the Company's cash and cash equivalents, accounts receivable, contract assets, accrued expenses, and accounts payable approximate fair value due to the short-term nature of these instruments. The fair values of the Company's debt instruments approximate fair value because the underlying interest rates approximate market rates that the Company could obtain for similar instruments at the balance sheet dates.

Long-lived Assets

Our long-lived assets include equipment and improvements, intangible assets, right-of-use assets, and goodwill. The Company continues to review its long-lived assets for possible impairment or loss of value at least annually or more frequently upon the occurrence of an event or when circumstances indicate that a reporting unit's carrying amount is greater than its fair value.

Equipment and improvements are stated at cost. Depreciation and amortization are provided using the straight-line method over the estimated useful asset lives (3 to 7 years) and the shorter of the initial lease term or estimated useful life for leasehold improvements. Intangible assets (other than goodwill) are originally recorded at fair value and are amortized on a straight-line basis over their estimated useful lives of 10 years. Maintenance and repair costs are expensed as incurred.

Right-of-use assets are measured at the present value of future minimum lease payments, including all probable renewals, plus lease payments made to the lessor before or at lease commencement and indirect costs paid, less incentives received. Our right-of-use assets include long-term leases for facilities and equipment and are amortized over their respective lease terms.

Goodwill

At September 30, 2021, we performed a goodwill impairment evaluation on the year-end carrying value of approximately \$65.6 million. We performed a qualitative assessment of factors to determine whether it was necessary to perform the goodwill impairment test. Based on the results of the work performed, the Company has concluded that no impairment loss was warranted at September 30, 2021, as no change in business conditions occurred which would have a material adverse effect on the valuation of goodwill. Our assessment incorporated effects of the COVID-19 pandemic, which is not expected to have a meaningful impact on our financial results. Notwithstanding this evaluation, factors including non-renewal of a major contract or other substantial changes in business conditions could have a material adverse effect on the valuation of goodwill in future periods and the resulting charge could be material to future periods' results of operations. Similarly, there were no impairments during the prior year ended September 30, 2020.

Income Taxes

The Company accounts for income taxes in accordance with the liability method, whereby deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities, using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reflected on the consolidated balance sheet when it is determined that it is more likely than not that the asset will be realized. This guidance also requires that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some or all of the deferred tax asset will not be realized. We account for uncertain tax positions by recognizing the financial statement effects of a tax position only when, based upon the technical merits, it is "more-likely-than-not" that the position will be sustained upon examination. We had no uncertain tax positions at either September 30, 2021 and 2020. We report interest and penalties as a component of income tax expense. For the years ended September 30, 2021 and 2020, we recognized no interest and no penalties related to income taxes.

Stock-based Equity Compensation

The Company uses the fair value-based method for stock-based equity compensation. Options issued are designated as either an incentive stock or a non-statutory stock option. No option may be granted with a term of more than 10 years from the date of grant. Option awards may depend on achievement of certain performance measures determined by the Compensation Committee of our Board. Shares issued upon option exercise are newly issued common shares. All awards to employees and non-employees are recorded at fair value on the date of the grant and expensed over the period of vesting. The Company uses a binomial and Black Scholes option pricing model to estimate the fair value of each stock option at the date of grant. Any consideration paid by the option holders to purchase shares is credited to capital stock.

Cash and Cash Equivalents

We consider all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. We maintain cash balances at financial institutions that are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. Deposits held with financial institutions may exceed the \$250,000 limit.

Earnings per Share

Basic earnings per share is calculated by dividing income available to common shareholders by the weighted average number of common stock outstanding and restricted stock grants that vested or are likely to vest during the period. Diluted earnings per share is calculated by dividing income available to common shareholders by the weighted average number of basic common shares outstanding, adjusted to reflect potentially dilutive securities. Diluted earnings per share is calculated using the treasury stock method.

Treasury Stock

The Company periodically purchases its own common stock that is traded on public markets as part of announced stock repurchase programs. The repurchased common stock is classified as treasury stock on the consolidated balance sheets and held

at cost. As of September 30, 2021, the Company did not hold any treasury stock.

Preferred Stock

Our certificate of incorporation authorizes the issuance of "blank check" preferred stock with such designations, rights and preferences as may be determined from time to time by our board of directors up to an aggregate of 5,000,000 shares of preferred stock. As of September 30, 2021, the Company has not issued any preferred stock.

Interest Rate Swap

The Company uses derivative financial instruments to manage interest rate risk associated with its variable debt. The Company's objective in using these interest rate derivatives is to manage its exposure to interest rate movements and reduce volatility of interest expense. The gains and losses due to changes in the fair value of the interest rate swap agreements completely offset changes in the fair value of the hedged portion of the underlying debt. Offsetting changes in fair value of both the interest rate swaps and the hedged portion of the underlying debt are recognized in interest expense in the Consolidated Statements of Operations. The Company does not hold or issue any derivative instrument for trading or speculative purposes.

Risks & Uncertainties

Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position and the results of its operations, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

5. Revenue Recognition

We recognize revenue over time when there is a continuous transfer of control to our customer. For our U.S. government contracts, this continuous transfer of control to the customer is supported by clauses in the contract that allow the U.S. government to unilaterally terminate the contract for convenience, pay us for costs incurred plus a reasonable profit and take control of any work in process. When control is transferred over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. For services contracts, we satisfy our performance obligations as services are rendered. We use cost-based input and time-based output methods to measure progress.

Contract costs include labor, material and allocable indirect expenses. For time-and-material contracts, we bill the customer per labor hour and per material, and revenue is recognized in the amount invoiced since the amount corresponds directly to the value of our performance to date. We consider control to transfer when we have a present right to payment. Essentially, all of our contracts satisfy their performance obligations over time. Contracts are often modified to account for changes in contract specifications and requirements. Contract modifications impact performance obligations when the modification either creates new or changes the existing enforceable rights and obligations. The effect of a contract modification on the transaction price and our measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue and profit cumulatively. Furthermore, a significant change in one or more estimates could affect the profitability of our contracts. We recognize adjustments in estimated profit on contracts in the period identified.

For time-and-materials contracts, revenue is recognized to the extent of billable rates times hours delivered plus materials and other reimbursable costs incurred. Revenue for cost-reimbursable contracts is recorded as reimbursable costs are incurred, including an estimated share of the applicable contractual fees earned. For firm-fixed-price contracts, the consideration received for our performance is set at a predetermined price. Revenue for our firm-fixed-price contracts is recognized over time using a straight-line measure of progress or using the percentage-of-completion method whereby progress toward completion is based on a comparison of actual costs incurred to total estimated costs to be incurred over the contract term. Contract costs are expensed as incurred. Estimated losses are recognized when identified.

Contract assets - Amounts are invoiced as work progresses in accordance with agreed-upon contractual terms. In part, revenue recognition occurs before we have the right to bill, resulting in contract assets. These contract assets are reported within receivables, net on our consolidated balance sheets and are invoiced in accordance with payment terms defined in each contract. Period end balances will vary from period to period due to agreed-upon contractual terms.

Contract liabilities - Amounts are a result of billings in excess of costs incurred.

The following table summarizes the contract balances recognized within the Company's consolidated balance sheets (in thousands):

		September 30,	September 30,
	Ref	2021	2020
Contract assets		\$ 7,307	\$ 7,943
Contract liabilities	(a)	\$ 22,473	\$ 200

Ref (a): The increase in contract liabilities is primarily due to contract start up funding provided under a contract awarded at the end of the fiscal year.

Disaggregation of revenue from contracts with customers

We disaggregate our revenue from contracts with customers by customer, contract type, as well as whether the Company acts as prime contractor or subcontractor. We believe these categories best depict how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors. The following series of tables present our revenue disaggregated by these categories:

Revenue by customer (in thousands):

		Year Ended September 30,	
		2021	2020
Department of Veterans Affairs	\$	110,078	\$ 100,204
Department of Health and Human Services		91,543	95,026
Department of Defense		30,930	1,303
Other		13,543	12,652
Total Revenue	\$	246,094	\$ 209,185

Revenue by contract type (in thousands):

		Year Ended September 30,	
		2021	2020
Time and Materials	\$	185,656	\$ 147,509
Cost Reimbursable		48,101	58,091
Firm Fixed Price		12,337	3,585
Total Revenue	\$	246,094	\$ 209,185

Revenue by whether the Company acts as a prime contractor or a subcontractor (in thousands):

		Year Ended September 30,	
		2021	2020
Prime Contractor	\$	215,241	\$ 193,448
Subcontractor		30,853	15,737
Total Revenue	\$	246,094	\$ 209,185

6. Leases

We have leases for facilities and office equipment. Our lease liabilities are recognized as the present value of the future minimum lease payments over the lease term. Our right-of-use assets are recognized as the present value of the future minimum lease payments over the lease term less unamortized lease incentives and the balance remaining in deferred rent liability under ASC 840. Our lease payments consist of fixed and in-substance fixed amounts attributable to the use of the underlying asset over the lease term. Variable lease payments that do not depend on an index rate or are not in-substance fixed payments are excluded in the measurement of right-of-use assets and lease liabilities and are expensed in the period incurred. The incremental borrowing rate on our credit facility is used in determining the present value of future minimum lease payments. Some of our lease agreements include options to extend the lease term or terminate the lease. These options are accounted for in our right-of-use assets and lease liabilities when it is reasonably certain that the Company will extend the lease term or terminate the lease. The Company does not have any finance leases. As of September 30, 2021, operating leases for facilities and equipment have remaining lease terms of 1.2 to 9.5 years.

The following table summarizes lease balances on our consolidated balance sheet at September 30, 2021 and 2020 (in thousands):

	September 30, 2021	September 30, 2020
Operating lease right-of-use assets	\$ 19,919	\$ 22,427
Operating lease liabilities, current	\$ 2,261	\$ 2,045
Operating lease liabilities, long-term	19,374	21,620
Total operating lease liabilities	\$ 21,635	\$ 23,665

The Company subleases a portion of one of its leased facilities. The sublease is classified as an operating lease with respect to the underlying asset. The sublease term is 5 years and ends June 2025. The sublease includes two additional 1 year term extension options.

For the years ended September 30, 2021 and 2020, total lease costs for our operating leases are as follows (in thousands):

	Year Ended September 30,	
	2021	2020
Operating	\$ 3,653	\$ 4,236
Short-term	103	155
Variable	81	63
Sublease income	(302)	(271)
Total lease costs	\$ 3,535	\$ 4,183

At September 30, 2021, the weighted-average remaining lease term and weighted-average discount rate are 8.3 years and 6.0%, respectively. The calculation of the weighted-average discount rate was determined based on borrowing terms from our senior credit facility.

Other information related to our leases is as follows (in thousands):

	Year Ended September 30,	
	2021	2020
Cash paid for amounts included in the measurement of lease liabilities	\$ 3,306	\$ 3,586
New lease liabilities, net of new right-of-use-assets	\$ —	\$ 229
Lease liabilities arising from obtaining right-of-use-assets	\$ —	\$ 7,822

The Company's future minimum lease payments as of September 30, 2021 are as follows:

For the Fiscal Year Ending September 30,	(in thousands)	
2022	\$	3,501
2023		3,391
2024		3,251
2025		3,092
2026		3,193
Thereafter		11,491
Total future minimum lease payments		27,919
Less: imputed interest		(6,284)
Present value of future minimum lease payments		21,635
Less: current portion of operating lease liabilities		(2,261)
Long-term operating lease liabilities	\$	19,374

7. Supporting Financial Information

Accounts receivable

	(in thousands)		
	Ref	September 30, 2021	September 30, 2020
Billed receivables	\$	26,140	\$ 24,598
Contract assets		7,307	7,943
Total accounts receivable		33,447	32,541
Less: Allowance for doubtful accounts	(a)	—	—
Accounts receivable, net		\$ 33,447	\$ 32,541

Ref (a): Accounts receivable are non-interest bearing, unsecured and carried at net realizable value. We evaluate our receivables on a quarterly basis and determine whether an allowance is appropriate based on specific collection issues. No allowance for doubtful accounts was deemed necessary at either September 30, 2021 or September 30, 2020.

Other current assets

	(in thousands)		
	September 30, 2021	September 30, 2020	
Prepaid insurance and benefits	\$ 655	\$ 665	
Other receivables	995	1,363	
Prepaid expenses	2,615	1,471	
Other current assets	\$ 4,265	\$ 3,499	

Equipment and improvements, net

	(in thousands)		
	Ref	September 30, 2021	September 30, 2020
Furniture and equipment	\$	958	\$ 958
Computer equipment		1,262	1,171
Computer software		4,353	4,341
Leasehold improvements		1,595	1,595
Total equipment and improvements		8,168	8,065
Less accumulated depreciation and amortization		(6,256)	(4,726)
Equipment and improvements, net	(a)	\$ 1,912	\$ 3,339

Ref (a): Depreciation and amortization was \$1.5 million and \$2.2 million for the years ended September 30, 2021 and 2020, respectively.

Intangible assets, net

	(in thousands)		
	Ref	September 30, 2021	September 30, 2020
Intangible assets			
Customer contracts and related customer relationships	\$	62,281	\$ 45,600
Covenants-not-to-compete		522	480
Trade name		3,051	2,109
Acquired intangibles - IBA acquisition		—	16,223
Total intangible assets		65,854	64,412
Less accumulated amortization			
Customer contracts and related customer relationships		(17,378)	(11,150)
Covenants-not-to-compete		(264)	(212)
Trade name		(743)	(438)
Total accumulated amortization		(18,385)	(11,800)
Intangible assets, net	(a)	\$ 47,469	\$ 52,612

Ref (a): Total amount of amortization expense for the years ended September 30, 2021 and 2020 was \$6.6 million and \$4.8 million, respectively.

Estimated amortization expense for future years:

	(in thousands)
Fiscal 2022	\$ 6,585
Fiscal 2023	6,585
Fiscal 2024	6,585
Fiscal 2025	6,585
Fiscal 2026	5,851
Thereafter	15,278
Total amortization expense	\$ 47,469

Goodwill

The changes in the carrying amount of goodwill for the years ended September 30, 2021 and 2020 are as follows:

	Ref	(in thousands) Total
Balance at September 30, 2019		\$ 52,758
Preliminary increase from IBA acquisition		14,386
Balance at September 30, 2020		67,144
Total adjustments from IBA acquisition	(a)	(1,501)
Balance at September 30, 2021		\$ 65,643

Ref (a): The adjustments were determined based on third party valuations.

Accounts payable, accrued expenses, and other current liabilities

	(in thousands)	
	September 30, 2021	September 30, 2020
Accounts payable	\$ 16,684	\$ 14,645
Accrued benefits	2,916	2,833
Accrued bonus and incentive compensation	2,381	2,340
Accrued workers' compensation insurance	7,014	5,529
Other accrued expenses	3,722	3,231
Accounts payable, accrued expenses, and other current liabilities	\$ 32,717	\$ 28,578

Debt obligations

	(in thousands)	
	September 30, 2021	September 30, 2020
Bank term loan	\$ 46,750	\$ 70,000
Less: unamortized deferred financing costs	(2,114)	(2,729)
Net bank debt obligations	44,636	67,271
Less: current portion of bank debt obligations, net of deferred financing costs	—	(6,727)
Long-term portion of bank debt obligations, net of deferred financing costs	\$ 44,636	\$ 60,544

Interest expense

	(in thousands)		
	Year Ended September 30,		
	Ref	2021	2020
Interest expense	(a)	\$ (2,992)	\$ (2,841)
Amortization of deferred financing costs	(b)	(792)	(721)
Other income (expense), net	(c)	—	121
Interest expense, net		\$ (3,784)	\$ (3,441)

Ref (a): Interest expense on borrowing

Ref (b): Amortization of expenses related to term loan and revolving line of credit.

Ref (c): Gain on lease modification due to a lease amendment

8. Credit Facilities

A summary of our loan facility as of September 30, 2021 is as follows:

Lender	Arrangement	(\$ in Millions)		
		As of September 30, 2021		
		Loan Balance	Interest	Maturity Date
First National Bank of Pennsylvania	Secured term loan (a)	\$ 46.8	LIBOR* + 3.5%	09/30/25
First National Bank of Pennsylvania	Secured revolving line of credit (b)	\$ —	LIBOR* + 3.5%	09/30/25

*LIBOR rate as of September 30, 2021 was 0.08%. As of September 30, 2020, our LIBOR rate is subject to a minimum floor of 0.5%. The floor affects interest payments for periods after September 30, 2020.

(a) Represents the principal amounts payable on our secured term loan. The \$70.0 million secured term loan is secured by liens on substantially all of the assets of the Company. The principal of the term loan is payable in quarterly installments with the remaining balance due on September 30, 2025.

The Credit Agreement requires compliance with a number of financial covenants and contains restrictions on our ability to engage in certain transactions. Among other matters, we must comply with limitations on: granting liens; incurring other indebtedness; maintenance of assets; investments in other entities and extensions of credit; mergers and consolidations; and changes in nature of business. The loan agreement also requires us to comply with certain quarterly financial covenants including: (i) a minimum fixed charge coverage ratio of at least 1.25 to 1.00, and (ii) a Funded Indebtedness to Adjusted EBITDA ratio not exceeding the ratio of 3.75:1.0 to 2.75:1.0 through maturity. Adjusted EBITDA ratio is calculated by dividing the Company's total interest-bearing debt by net income adjusted to exclude (i) interest and other expenses, (ii) provision for or benefit from income taxes, if any, (iii) depreciation and amortization, and (iv) non-recurring charges, losses or expenses to include transaction and non-cash equity expense. The term loan has an interest rate spread range from 2.5% to 4.5% depending on the funded indebtedness to adjusted EBITDA ratio. We are in compliance with all loan covenants and restrictions.

We are required to pay quarterly amortization payments commencing in December 2020 through September 2025. The annual amount of principal amortization is based on a percentage of the loan balance at September 30, 2020. The annual amortization amounts are \$7.0 million each for fiscal years 2021 and 2022 and \$8.75 million each for fiscal years 2023 - 2025. The quarterly payments are in equal installments. During the year ended September 30, 2021, the Company made voluntary prepayments of \$16.3 million, bringing the total amount paid on the secured loan term loan to \$23.3 million. As of September 30, 2021, we have satisfied mandatory principal amortization until December 31, 2023.

In addition to quarterly payments of the outstanding indebtedness, the loan agreement also requires annual payments of a percentage of excess cash flow, as defined in the loan agreement. The loan agreement states that an excess cash flow recapture payment must be made equal to (a) 75% of the excess cash flow for the immediately preceding fiscal year in which indebtedness to consolidated EBITDA ratio is greater than or equal to 2.50:1.0; (b) 50% of the excess cash flow for the immediately preceding fiscal year in which the funded indebtedness to consolidated EBITDA Ratio is less than 2.50:1.0 but greater than or equal to 1.5:1.0; or (c) 0% of the excess cash flow for the immediately preceding fiscal year in which the funded indebtedness to consolidated EBITDA Ratio is less than 1.5:1.0. In addition, the Company must make additional mandatory prepayment of amounts outstanding based on proceeds received from asset sales and sales of certain equity securities or other indebtedness. Due to the voluntary prepayment of term debt, there was no excess cash flow payment required. For additional information regarding the schedule of future payment obligations, please refer to [Note 11 Commitments and Contingencies](#).

On September 30, 2019, we executed a floating-to-fixed interest rate swap with First National Bank ("FNB") as counter party. The notional amount in the floating-to-fixed interest rate swap on September 30, 2021 is \$22.8 million and matures in 2024. The notional amount was \$28.8 million at the end prior fiscal year. The remaining outstanding balance of our term loan is subject to interest rate fluctuations and the minimum LIBOR floor. On the notional amount, the Company pays a base fixed rate of 1.61%, plus applicable credit spread. As a result, for the year ended September 30, 2021, interest expense increased by approximately \$0.4 million.

(b) The secured revolving line of credit has a ceiling of up to \$25.0 million. Borrowing on the line of credit is secured by liens on substantially all of the assets of the Company. The Company accessed funds from the revolving credit facility during the year, but has no outstanding balance at September 30, 2021.

The Company's total borrowing availability, based on eligible accounts receivables at September 30, 2021, was \$25.0 million. As part of the revolving credit facility, the lenders agreed to a sublimit of \$5 million for letters of credit for the account of the Company, subject to applicable procedures.

The revolving line of credit has a maturity date of September 30, 2025 and is subject to loan covenants as described above. The Company is fully compliant with those covenants.

9. Stock-based Compensation and Equity Grants

Stock-based compensation expense

Options issued under equity incentive plans were designated as either an incentive stock or a non-statutory stock option. No option was granted with a term of more than 10 years from the date of grant. Exercisability of option awards may depend on achievement of certain performance measures determined by the Compensation Committee of our Board. Shares issued upon option exercise are newly issued shares. As of September 30, 2021, there were 1.7 million shares available for grant.

Stock-based compensation expense, shown in the table below, is recorded in general and administrative expenses included in our Consolidated Statements of Operations:

	Ref	(in thousands) Year Ended September 30,	
		2021	2020
DLH employees	(a)	\$ 1,193	\$ 563
Non-employee directors	(b)	467	347
Total stock option expense		\$ 1,660	\$ 910

Ref (a): Included in this amount are equity grants of restricted stock units to Named Executive Officers ("NEO"), which were issued in accordance with the DLH long-term incentive compensation policy in this fiscal year, and stock option grants to NEO and non-NEO company employees. The restricted stock units totaled 147,431 restricted stock units issued and outstanding at September 30, 2021.

Ref (b): In the first quarter of fiscal 2021, we issued 63,177 restricted stock units to the Company's non-employee directors, all of which vested as of September 30, 2021. The shares of common stock underlying such restricted stock units were issued on September 30, 2021.

Unrecognized stock-based compensation expense

	Ref	(in thousands) Year Ended September 30,	
		2021	2020
Unrecognized expense for DLH employees	(a)	\$ 4,468	\$ 2,633

Ref (a): Compensation expense for the portion of equity awards for which the requisite service has not been rendered is recognized as the requisite service is rendered. The compensation expense for that portion of awards has been based on the grant-date fair value of those awards as calculated for recognition purposes under applicable guidance. For options that vest based on the Company's common stock achieving and maintaining defined market prices, the Company values the awards with a Monte Carlo binomial model that utilizes various probability factors and other criterion in establishing fair value of the grant. The related compensation expense is recognized over the derived

service period determined in the valuation. On a weighted average basis, this expense is expected to be recognized within the next 4.70 years.

Stock option activity for the year ended September 30, 2021:

The aggregate intrinsic value in the table below represents the total pretax intrinsic value (i.e., the difference between the Company's closing stock price on the last trading day of the period and the exercise price, times the number of shares) that would have been received by the option holders had all option holders exercised their in the money options on those dates. This amount will change based on the fair market value of the Company's stock.

	Ref	(in thousands) Number of Shares	Weighted Average Exercise Price	(in years) Weighted Average Remaining Contractual Term	(in thousands) Aggregate Intrinsic Value
Options outstanding, September 30, 2020		2,129	\$6.14	7.4	\$ 6,583
Granted	(a)	455	\$10.47	—	—
Exercised		(175)	\$2.48	—	—
Cancelled		(35)	\$7.36	—	—
Options outstanding, September 30, 2021		2,374	\$7.77	7.7	\$ 15,899

Ref (a): Utilizing a volatility of 50% along with assumptions of a 10-year term and the aforementioned 10-day stock price threshold results in an indicated range of value of the Options granted during the year ended September 30, 2021, as follows using the Monte Carlo method.

Grant Date	Strike Price	Stock Price	Vesting Threshold Price	Expected Term (Years)	Volatility
					50%
					Calculated Fair Value
December 15, 2020	\$ 10.05	\$ 10.05	\$ 13.00	10	\$ 5.83
July 30, 2021	\$ 10.75	\$ 10.75	\$ 14.00	10	\$ 5.83

Notes:

Results based on 100,000 simulations

Stock options shares outstanding, vested and unvested for the years ended September 30, 2021 and 2020 (in thousands):

	Ref	Number of Shares September 30,	
		2021	2020
Vested and exercisable	(a)	1,662	1,213
Unvested	(b)	712	916
Options outstanding		2,374	2,129

Ref (a): Weighted average exercise price of vested and exercisable shares was \$3.91 and \$2.25 at September 30, 2021 and 2020, respectively. Aggregate intrinsic value was approximately \$13.9 and \$6.1 million at September 30, 2021 and 2020, respectively. Weighted average contractual term remaining was 6.0 years and 4.6 years at September 30, 2021 and 2020, respectively.

Ref (b): Certain awards vest upon satisfaction of certain performance criteria.

10. Earnings Per Share

Basic earnings per share is calculated by dividing income available to common shareholders by the weighted average number of common shares outstanding and restricted stock grants that vested or are likely to vest during the period. Diluted earnings per share is calculated by dividing income available to common shareholders by the weighted average number of basic common shares outstanding, adjusted to reflect potentially dilutive securities. Diluted earnings per share is calculated using the treasury stock method.

	(in thousands) Year Ended September 30,	
	2021	2020
Numerator:		
Net income	\$ 10,145	\$ 7,114
Denominator:		
Denominator for basic net income per share - weighted-average outstanding shares	12,549	12,282
Effect of dilutive securities:		
Stock options and restricted stock	1,048	823
Denominator for diluted net income per share - weighted-average outstanding shares	13,597	13,105
Net income per share - basic	\$ 0.81	\$ 0.58
Net income per share - diluted	\$ 0.75	\$ 0.54

11. Commitments and Contingencies

Contractual Obligations as of September 30, 2021 (in thousands):

	Total	Payments Due Per Fiscal Year					
		2022	2023	2024	2025	2026	Thereafter
Debt obligations	\$ 46,750	\$ —	\$ —	\$ 8,250	\$ 38,500	\$ —	\$ —
Facility leases	27,701	3,418	3,308	3,199	3,092	3,193	11,491
Equipment operating leases	218	83	83	52	—	—	—
Total contractual obligations	\$ 74,669	\$ 3,501	\$ 3,391	\$ 11,501	\$ 41,592	\$ 3,193	\$ 11,491

Workers' Compensation

We accrue workers' compensation expense based on claims submitted, applying actuarial loss development factors to estimate the costs incurred but not yet recorded. Our accrued liability for claims development as of September 30, 2021 and September 30, 2020 was approximately \$7.0 million and \$5.5 million, respectively.

Legal Proceedings

As a commercial enterprise and employer, the Company is subject to various claims and legal actions in the ordinary course of business. These matters can include professional liability, employment-relations issues, workers' compensation, tax, payroll and employee-related matters, other commercial disputes arising in the course of its business, and inquiries and investigations by governmental agencies regarding our employment practices or other matters. The Company is not aware of any pending or threatened litigation that it believes is reasonably likely to have a material adverse effect on its results of operations, financial position or cash flows.

12. Related Party Transactions

The Company has determined that for the years ended September 30, 2021 and 2020 and through the filing date of this report, there were no significant related party transactions that have occurred which require disclosure through the date that these consolidated financial statements were issued.

13. Income Taxes

The significant components of income tax expense for income taxes from continuing operations are summarized as follows (in thousands):

	Year Ended September 30,	
	2021	2020
Current expense	\$ 2,081	\$ 598
Deferred expense	1,213	2,308
Total expense	<u>\$ 3,294</u>	<u>\$ 2,906</u>

The following table indicates the significant differences between our income taxes at the federal statutory rate and the Company's effective tax rate for continuing operations (in thousands):

	Year Ended September 30,	
	2021	2020
Federal statutory rate	\$ 2,822	\$ 2,104
State taxes, net	376	554
Other permanent items	96	160
Deferred tax estimate adjustment	—	88
Total	<u>\$ 3,294</u>	<u>\$ 2,906</u>

An analysis of the Company's deferred tax assets and liabilities is as follows (in thousands):

	Year Ended September 30,	
	2021	2020
Deferred income tax assets:		
Net operating loss carry forwards, net	\$ 29	\$ 1,554
Stock based compensation	508	140
Accrued expenses	1,944	1,698
Other items, net	—	258
Total deferred tax asset	2,481	3,650
Deferred tax liability:		
Equipment and intangible assets	(3,507)	(3,613)
Right of use liability	(150)	—
Total deferred tax liability	(3,657)	(3,613)
Net deferred tax (liability)/asset	<u>\$ (1,176)</u>	<u>\$ 37</u>

14. Quarterly Financial Data (Unaudited)

A summary of quarterly information is as follows (in thousands, except per share data)

	Ref	2021 Quarters			
		First	Second	Third	Fourth
Revenue	(a)	\$ 57,852	\$ 61,506	\$ 61,555	\$ 65,182
Income from operations		3,635	4,620	4,939	4,030
Interest expense, net		(1,080)	(1,004)	(893)	(808)
Income before income taxes		2,555	3,616	4,046	3,222
Income tax expense		741	1,049	1,166	339
Net income		\$ 1,814	\$ 2,567	\$ 2,880	\$ 2,883
Earnings per share:					
Basic		\$ 0.15	\$ 0.20	\$ 0.23	\$ 0.23
Diluted		\$ 0.13	\$ 0.19	\$ 0.21	\$ 0.21

		2020 Quarters			
		First	Second	Third	Fourth
Revenue		\$ 52,238	\$ 54,798	\$ 51,459	\$ 50,691
Income from operations		3,126	3,837	3,800	2,698
Interest expense, net		(941)	(906)	(813)	(781)
Income before income taxes		2,185	2,931	2,987	1,917
Income tax expense		634	855	863	554
Net income		\$ 1,551	\$ 2,076	\$ 2,124	\$ 1,363
Earnings per share:					
Basic		\$ 0.13	\$ 0.17	\$ 0.17	\$ 0.11
Diluted		\$ 0.12	\$ 0.16	\$ 0.16	\$ 0.10

Ref (a): Given its closing on the final day of fiscal year 2020, IBA has no impact to fiscal 2020 quarterly results and is fully included in each of the quarters of fiscal 2021.

15. Employee Benefit Plans

As of September 30, 2021, the Company and its subsidiaries maintain a 401(k) Plan (the "401(k) Plan"), a defined contribution and supplemental pension plan for the benefit of its eligible employees. The Company may provide a discretionary matching contribution of a participant's elective contributions under the 401(k) Plan. The Company recorded related expense of \$1.5 million in fiscal 2021 and \$1.2 million in fiscal year 2020. The increase was primarily due to headcount growth from the IBA acquisition. Participants are always fully vested in their elective contributions and vests in Company matching contributions over a four year period.

16. Subsequent Events

Management has evaluated subsequent events through the date that the Company's consolidated financial statements were issued. Based on this evaluation, the Company has determined that no further subsequent events have occurred which require disclosure through the date that these consolidated financial statements were issued.



September 30, 2021

G. Maliek Ferebee

Dear Maliek,

We are delighted to add your talent and energy to the DLH Executive Leadership Team!

On behalf of DLH Holdings Corp. (“DLH”, or the “Company”), I am pleased to extend to you an offer of employment in the position of Chief Human Resources Officer. Your role reports directly to me as CEO and you will be a Named Executive Officer (NEO) of the company and member of the DLH corporate Executive Leadership Team (ELT). In this role you will have responsibility, authority, and accountability for managing the Company’s human resources function and developing and implementing the Company’s strategic plans for its workforce, subject to the direction of the CEO. As discussed, your start date is expected to be November 8, 2021.

Additionally, as an ELT member and NEO, you will participate in periodic Board of Directors (BoD) presentations, Annual Shareholders meetings and other executive engagements. This will include leading the Human Resources team to attract, retain and develop the employees of DLH in pursuit of its corporate objectives, evaluating acquisition candidates, and other high impact decisions. You agree to devote your full business time and best efforts in the performance of your duties for DLH and its subsidiaries. You understand that you will need to undertake regular travel to our executive and operational offices, and such other occasional travel within or outside the United States. All such travel shall be at the sole cost and expense of the Company and shall be in accordance with government Joint Travel Regulations (JTR) and current Company policy, which will include reasonable lodging and food costs incurred by you while traveling.

Cash Compensation. The Company will pay you an initial salary at the rate of \$300,000 per year, less applicable Federal, state, local and elected withholdings, which will be paid in accordance with the Company’s normal payroll procedures. This salary will be subject to adjustment pursuant to the Company’s employee compensation policies and directions from the Management Resources & Compensation Committee of the Board (the “MRC Committee”). During your employment hereunder, the MRC Committee will review your performance and consider adjustments to your compensation as part of its annual merit increase process for the Company’s senior management team.

Guaranteed Bonus. In recognition of your relinquishment of certain incentive opportunities, you will be issued a signing bonus of \$75,000 payable at 90 days following your start date.

Incentive Compensation. In addition, you will be eligible to be considered for short term and long term incentive compensation arrangements, subject to the discretion of the MRC Committee. Beginning in fiscal year 2022, you will be eligible for a cash-based incentive bonus for each fiscal year of the Company during your employment. This bonus opportunity will be awarded based on objective and/or subjective criteria established by the MRC Committee, in consultation with me. Subject to the MRC Committee’s approval, you will have an opportunity to earn a cash bonus of up to 50% of your annual base salary based on the Company’s completion of preset goals as will be set forth in an annual management bonus

opportunity plan. In addition, subject to the approval of the MRC Committee, you will be eligible for a grant of performance-based restricted stock units (“Performance RSUs”). It is anticipated that the value of the Performance RSUs will be based on a percentage of your base salary and vest upon the achievement of performance metrics, including revenue and stock price targets, over a multi-year performance period, as determined by the MRC Committee.

Equity Compensation. Subject to MRC Committee approval, you will be granted an option to purchase 250,000 shares of DLH Holdings Corp. Common Stock pursuant to the Company’s 2016 Omnibus Equity

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Incentive Plan (the “Plan”) (the “Options”). The exercise price of the Options shall be equal to the fair market value of the Company’s Common Stock on the grant date, as determined in accordance with the Plan. The Options shall be subject to vesting requirements, with 50,000 options vesting on the first anniversary of the grant date and the remainder vesting as follows: (i) 66,667 shares if the closing price of the Company’s Common Stock equals or exceeds a price that is a 50% increase over the exercise price of such Options for ten consecutive trading days; (ii) 66,667 shares if the closing price of the Company’s Common Stock equals or exceeds a price that is a 75% increase over the exercise price for ten consecutive trading days; and (iii) 66,666 shares if the closing price of the Company’s Common Stock equals or exceeds a price that is a 100% increase over the exercise price for ten consecutive trading days. The Options will have a ten (10) year term from their date of grant in which they can be exercised (subject to your continued service and the vesting provisions described above) and will be subject to the terms and conditions of the Plan and option agreement between and the Company in the form approved by the MRC Committee.

Employee Benefit Program. As a DLH executive, you will be eligible for all employee benefits afforded regular fulltime DLH employees, for which details will be provided separately. (See outline below):

- Insurance: Medical, Dental, and Vision plans
- Life insurance: Company-paid coverage
- Short-term and long-term disability insurance
- Voluntary life insurance: Employee-paid coverage
- Paid Time Off (PTO): 25 days of paid leave (PTO) for your first year of employment, accrued from the date of employment, on a prorated basis proportionate to the actual number of hours worked
- Paid holidays: 6 named holidays and 3 floating holidays per year. Floating holidays will be prorated in your first year of employment based on your date of hire
- Eligibility to participate in the Company’s 401(k) plan

Such benefits are subject to change, and may be supplemented, altered, or eliminated, in part or entirely. Any eligibility to participate in such benefit plans, as well as the terms thereof, shall be as set forth in the governing documents for such plans, or if there are no such governing documents, in the Company’s policies. Eligibility for the Healthcare Plan, Life Insurance and Voluntary Life benefits are detailed in your benefits package. Your wellness benefits commence on the first day of the month following your date of hire.

Severance and Change in Control. As an executive of the Company, you will be eligible to receive severance and change of control benefits under certain circumstances pursuant to the Change in Control, Severance and Covenant Agreement, to be provided to you separately (the “Severance Agreement”). Accordingly, your potential severance and change of control benefits and the terms and conditions thereof shall be set forth in the Severance Agreement.

At-will Employment. Also, it is corporate policy to review performance on an annual basis. Employment is for no specified period of time and “at-will”. DLH is an “at-will” employer and employees have the right to resign their position at any time, with or without notice, and with or without cause. As an “at-will” employer, DLH can terminate its employment relationship with our employees at any time, with or without notice, and with or without cause.

Company Policies. As a Company employee, you will be expected to abide by Company rules and regulations. You will be specifically required to sign an acknowledgement that you have read and understand the Company rules of conduct which will be included in an Employee Handbook which the Company will distribute to you on your date of hire.

Clawback. Notwithstanding any other provision herein to the contrary, you agree and acknowledge that any incentive-based compensation, or any other compensation, paid or payable to you which is subject to recoupment or clawback under any applicable law, government regulation, or stock exchange listing

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requirement, including without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and such regulations as may be promulgated thereunder by the Securities and Exchange Commission, will be subject to such deductions and clawback (recovery) as may be, but solely to the extent, required to be made pursuant to applicable law, regulation, stock exchange listing requirement or any policy of the Company mandated in accordance with any such law, government regulation, or stock exchange listing requirement. This section shall survive the termination of your employment for a period of three (3) years.

Contingencies. As a condition of employment, you will be required to sign a confidentiality agreement (attached), as well as pass a background check.

Entire Agreement; Amendments. This letter, together with the above-referenced confidentiality and severance agreements sets forth the entire agreement between the parties and supersedes all prior agreements, letters and understandings between the parties, whether oral or written prior to the date of this letter, except for the terms of employee stock option plans, restricted stock grants and option certificates (unless otherwise expressly stated herein). No modification, amendment or waiver of the terms of this letter shall be binding on the parties unless executed in writing by the parties to this letter. No waiver of any of the provisions of this letter shall be deemed to or shall constitute a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Interpretation and Review. The parties agree that they have both had the opportunity to review and negotiate this offer letter, and that any inconsistency or dispute related to the interpretation of any of the terms of this offer letter shall not be construed against either party. You have been advised and have had the opportunity to consult with an attorney or other advisor prior to executing this letter. You understand and agree that counsel to the Company (Becker & Poliakoff, LLP) has not acted and is not acting as your counsel and that you have not relied upon any legal advice except as provided by your own counsel.

Governing Law. This letter has been negotiated and executed in the State of Georgia which shall govern its construction and validity.

Execution. This letter may be executed in two or more counterparts, which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing it with the same force and effect as if such facsimile or “.pdf” signature page was an original. To indicate your acceptance of this offer letter, please sign this letter in the space provided below and return it to me.

Atlanta HQ
3565 Piedmont Road NE
Tower 3, Suite 700
Atlanta, GA 30305

National Capital Region HQ
8757 Georgia Ave
Suite 1200
3 Silver Spring, MD 20910



www.dlhcorp.com

Maliek, we believe your contributions to DLH will be invaluable. We look forward to our future together.

Sincerely,

DLH Holdings Corp.

Agreed and accepted as of the date set forth above:

By: /s/ Zachary C. Parker
Name: **Zachary C. Parker**
Title: Chief Executive Officer and President

By: /s/ G. Maliek Ferebee
G. Maliek Ferebee

Atlanta HQ
3565 Piedmont Road NE
Tower 3, Suite 700
Atlanta, GA 30305

National Capital Region HQ
8757 Georgia Ave
Suite 1200
Silver Spring, MD 20910

CHANGE IN CONTROL, SEVERANCE AND COVENANT AGREEMENT

This Change in Control, Severance and Covenant Agreement (the “Agreement”) is made and entered into by and between G. Maliek Ferebee (“Employee”) and DLH Holdings Corp., a New Jersey corporation (the “Company”), effective as of November 1, 2021 (the “Effective Date”).

Recitals

WHEREAS, Employee is the Chief Human Resources Officer of the Company pursuant to an employment offer letter executed as of the date first set forth above (the “Offer Letter”), and in connection with the commencement of her employment with the Company, the Employee entered into that certain Employee Invention Assignment and Confidentiality Agreement executed on the date first set forth above (the “Assignment and Confidentiality Agreement”);

WHEREAS, the Management Resources and Compensation Committee (the “Committee”) of the Company’s Board of Directors (the “Board”) believes that it is in the best interests of the Company and its stockholders (i) to assure that the Company will have the continued dedication and objectivity of Employee, notwithstanding the possibility, threat, or occurrence of a Change in Control and (ii) to provide Employee with an incentive to continue Employee’s employment prior to a Change in Control and to motivate Employee to maximize the value of the Company upon a Change in Control for the benefit of its stockholders; and

WHEREAS, the Committee believes that it is in the best interests of the Company to provide Employee with certain severance benefits upon Employee’s termination of employment under certain circumstances. These benefits will provide Employee with enhanced financial security and incentive and encouragement to remain with the Company, notwithstanding the possibility of a Change in Control.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of your continuing employment by the Company, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. **Term of Agreement.** This Agreement will have an initial term of two years commencing on the Effective Date (the “Initial Term”). On the second anniversary of the Effective Date and each anniversary thereafter, this Agreement will renew automatically for additional one (1) year terms (each an “Additional Term”), unless either party provides the other party with written notice of non-renewal at least 60 days prior to the date of automatic renewal. If a Change in Control occurs when there are fewer than 90 days remaining during the Initial Term or an Additional Term, the term of this Agreement will extend automatically through the date that is 90 days following the effective date of the Change in Control. In the event that the Company elects not to renew this Agreement for an Additional Term, such election will be treated as a termination of Employee’s employment without Cause, with applicability under Section 3(a) and Section 3(b), dependent on whether the Company’s election not to renew occurs during a Change in Control Period. Accordingly, Employee will be eligible under such circumstances for severance benefits under either Section 3(a) or Section 3(b) of this Agreement, as the case may be. Certain capitalized terms used in the Agreement are defined in Section 10 below.

2. **At-Will Employment.** The Company and Employee acknowledge that Employee’s employment is and will continue to be at-will, as defined under applicable law. As an at-will employee, either the Company or the Employee may terminate the employment relationship at any time, with or without Cause.

3. **Severance Benefits.**

a. **Termination without Cause or for Good Reason.** If the Company terminates Employee’s employment with the Company without Cause (excluding death or Disability) or if Employee resigns from such employment for Good Reason, and in each case such termination occurs outside of the Change in Control Period, then subject to Section 4, Employee will receive the following:

(i) **Accrued Compensation.** The Company will pay Employee all accrued but unpaid vacation, expense reimbursements, wages, unpaid bonuses and incentive compensation earned and awarded prior to the date of termination, and other benefits due to Employee under any Company-provided plans, policies, and arrangements (the “Accrued Compensation”). Accrued Compensation shall be paid within five (5) business days after the Termination Date (or earlier, if required by applicable law).

(ii) **Severance Payments.** Employee will be paid continuing payments of severance pay at a rate equal to Employee’s base salary rate, as in effect immediately before the Termination Date, for twelve months from the date of such termination of employment (the “Severance Period”), to be paid periodically in

accordance with the Company's normal payroll policies. Severance payments during the Severance Period will not commence until the first Company payroll following the Release Deadline (as defined below), or, if later, such time as required by Section 9(a). Except as required by Section 9(a), any installment payments that would have been made to Employee during the 60-day period immediately following Employee's separation from service but for the preceding sentence will be paid to Employee on the first Company payroll following the Release Deadline and the remaining payments will be made as provided in this Agreement.

(iii) Continuation Coverage. The Company will provide the Continuation Benefits, as defined below, for the period of time specified in the definition of such term, as set forth in Section 10(e).

b. Termination without Cause or for Good Reason in Connection with a Change in Control. If the Company terminates Employee's employment with the Company without Cause (excluding death or Disability) or if Employee resigns from such employment for Good Reason, and, in each case, such termination occurs during the Change in Control Period, then subject to Section 4, Employee will receive the following:

(i) Accrued Compensation. The Company will pay Employee the Accrued Compensation within five (5) business days after the Termination Date (or earlier, if required by applicable law).

(ii) Severance Payment. Employee will receive a lump-sum payment (less applicable withholding taxes) equal to 12 months of Employee's annual base salary as in effect immediately prior to Employee's termination date. Payment of the severance payment pursuant this Section 3(b)(ii) shall be made within 10 days of the Release Deadline or according to a payment schedule agreed upon by the Company and the Employee, or such later time as required by Section 9(a).

(iii) Continuation Coverage. The Company will provide the Continuation Benefits, as defined below, for the period of time specified in the definition of such term, as set forth in Section 10(e).

c. Voluntary Resignation: Termination for Cause. If Employee's employment with the Company terminates (i) voluntarily by Employee (other than for Good Reason) or (ii) for Cause by the Company, then Employee will only receive the Accrued Compensation. Employee will not be entitled to receive severance or other benefits except for those (if any) as may then be established under the Company's then existing severance and benefits plans and practices or pursuant to other written agreements with the Company.

d. Disability; Death. If the Company terminates Employee's employment as a result of Employee's Disability, or Employee's employment terminates due to Employee's death, then Employee (or his or her estate) will be entitled to receive the Accrued Compensation and the Continuation Benefits (for the period of time specified in Section 10(e)), but will not be entitled to receive any other severance or other benefits, except for those (if any) as may then be established under the Company's then existing written severance and benefits plans and practices or pursuant to other written agreements with the Company.

e. Exclusive Remedy. In the event of a termination of Employee's employment as set forth in Section 3(a) or (b) of this Agreement, the provisions of Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Employee or the Company otherwise may be entitled, whether at law, tort or contract, in equity, or under this Agreement (other than the payment of accrued but unpaid wages, as required by law, and any unreimbursed reimbursable expenses). Employee will be entitled to no benefits, compensation or other payments or rights upon a termination of employment other than those benefits expressly set forth in Section 3 of this Agreement.

f. Equity Awards. In the event of a termination of Employee's employment with the Company:

(i) pursuant to Section 3(a), Section 3(b), or a voluntary termination by Employee without Good Reason, Equity Awards held by Employee as of the date hereof or subsequently granted to Employee, solely to the extent vested as of the Termination Date, shall remain exercisable in accordance with the Plan (as defined below), but in no event after the expiration of the exercise period specified in such Equity Award(s) (it being agreed and acknowledged that unvested options shall be void immediately upon the Termination Date);

(ii) due to the Employee's death, or Disability, the Employee's (or his estate's or legal representative's) right to purchase shares of Common Stock of the Company pursuant to any Equity Awards held by Employee as of the date hereof or subsequently granted to Employee, solely to the extent vested as of the Termination Date, shall remain exercisable in accordance with the Plan, but in no event after the expiration of the exercise period specified in such Equity Award(s) (it being agreed and acknowledged that unvested options shall be void immediately upon the Termination Date); and

(iii) for Cause, Equity Awards that have not been exercised as of the Termination Date shall terminate immediately and be null and void.

g. The Employee shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise and no such payment shall be offset or reduced by the amount of any compensation or benefits provided to the Employee in any subsequent employment, except with respect to Continuation Benefits.

4. Conditions to Receipt of Severance. The receipt of any severance payments or benefits (other than the Accrued Compensation) pursuant to this Agreement is subject to the occurrence of all of the following subparagraphs:

a. Employee signing and not revoking the Company's customary separation and release of claims agreement (the "Release"), which must become effective and irrevocable no later than the 60th day following Employee's termination of employment (the "Release Deadline"). If the Release does not become effective and irrevocable by the Release Deadline, Employee will forfeit any right to severance payments or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release actually becomes effective and irrevocable.

b. Employee's resignation from all positions with the Company and its subsidiaries, including service on the board of directors thereof.

c. Employee's receipt of any payments or benefits under Section 3 (other than the Accrued Compensation) will be subject to Employee continuing to comply with (x) the Release, (y) the terms of Sections 6 and 7 of this Agreement and (z) the terms of any other agreement entered into hereafter between the Employee and Company providing for confidentiality protection of the Company's Proprietary Information, assignment of work product and covenants against competing with the Company, as the Release, this Agreement or such other agreement may be amended from time to time.

5. Limitations on Payments. In the event that the severance and other benefits provided for in this Agreement, either alone or together with other payments which the Employee has the right to receive from the Company, would constitute an "excess parachute payment" as defined in Section 280G of the Code, the aggregate of such credits or payments under this Agreement and other agreements shall be reduced to the largest amount as will result in no portion of such aggregate payments being subject to the excise tax imposed by Section 4999 of the Code. The priority of the reduction of excess parachute payments shall be in the discretion of the Employee. The Company shall give notice to the Employee as soon as practicable after its determination that Change in Control payments and benefits are subject to the excise tax, but no later than ten (10) days in advance of the due date of such Change in Control payments and benefits, specifying the proposed date of payment and the Change in Control benefits and payments subject to the excise tax. Employee shall exercise his option under this Section 5 by written notice to the Company within five (5) days in advance of the due date of the Change in Control payments and benefits specifying the priority of reduction of the excess parachute payments.

6. Confidentiality, Intellectual Property Rights and Restrictive Covenants. Employee agrees that the Assignment and Confidentiality Agreement, and the parties' rights, remedies and obligations thereunder, shall remain in full force and effect in accordance with its terms, as if set forth in full herein and Employee shall abide by the provisions thereof.

7. Equitable Relief. Employee hereby acknowledges that the covenants and agreements set forth in the Assignment and Confidentiality Agreement are reasonable and valid in all respects and that the Company is entering into this Agreement, *inter alia*, on such acknowledgement. If Employee breaches, or threatens to commit a breach, of the Assignment and Confidentiality Agreement, the Company shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which shall be in addition to, and not in lieu of, any other rights and remedies available to the Company pursuant to the Assignment and Confidentiality Agreement, or under law or in equity: the right and remedy to have the Assignment and Confidentiality Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company; and the right and remedy to require Employee to account for and pay over to the Company such damages as are recoverable at law as the result of any transactions constituting a breach of the Assignment and Confidentiality Agreement. The parties intend to and hereby confer jurisdiction to enforce the Assignment and Confidentiality Agreement upon the courts of any jurisdiction within the relevant geographical scope contemplated by such agreement. If the courts of any one or more such jurisdictions hold the Assignment and Confidentiality Agreement wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdiction within the geographical

scope of the Assignment and Confidentiality Agreement, as to breaches of such agreement in such other jurisdictions, as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

8. Reserved.

9. Section 409A of the Code.

a. To the extent applicable, it is intended that any amounts payable under this Agreement shall either be exempt from Section 409A of the Code or shall comply with Section 409A (including Treasury regulations and other published guidance related thereto) so as not to subject Employee to payment of any additional tax, penalty or interest imposed under Section 409A of the Code. The provisions of this Agreement shall be construed and interpreted to the maximum extent permitted to avoid the imputation of any such additional tax, penalty or interest under Section 409A of the Code yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Employee. Notwithstanding the foregoing, the Company makes no representations regarding the tax treatment of any payments hereunder, and the Employee shall be responsible for any and all applicable taxes, other than the Company's share of employment taxes on the severance payments provided by the Agreement. Employee acknowledges that Employee has been advised to obtain independent legal, tax or other counsel in connection with Section 409A of the Code.

b. Notwithstanding any provisions of this Agreement to the contrary, if Employee is a "specified employee" (within the meaning of Section 409A of the Code and the regulations adopted thereunder) at the time of Employee's separation from service and if any portion of the payments or benefits to be received by Employee upon separation from service would be considered deferred compensation under Section 409A of the Code and the regulations adopted thereunder ("Nonqualified Deferred Compensation"), amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following Employee's separation from service that constitute Nonqualified Deferred Compensation and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Employee's separation from service that constitute Nonqualified Deferred Compensation will instead be paid or made available on the earlier of (i) the first business day of the seventh month following the date of Employee's separation from service and (ii) Employee's death. Notwithstanding anything in this Agreement to the contrary, distributions upon termination of Employee's employment shall be interpreted to mean Employee's "separation from service" with the Company (as determined in accordance with Section 409A of the Code and the regulations adopted thereunder). Each payment under this Agreement shall be regarded as a "separate payment" and not of a series of payments for purposes of Section 409A of the Code.

c. Except as otherwise specifically provided in this Agreement, if any reimbursement to which the Employee is entitled under this Agreement would constitute deferred compensation subject to Section 409A of the Code, the following additional rules shall apply: (i) the reimbursable expense must have been incurred, except as otherwise expressly provided in this Agreement, during the term of this Agreement; (ii) the amount of expenses eligible for reimbursement during any taxable year will not affect the amount of expenses eligible for reimbursement in any other taxable year; (iii) the reimbursement shall be made as soon as practicable after Employee's submission of such expenses in accordance with the Company's policy, but in no event later than the last day of Employee's taxable year following the taxable year in which the expense was incurred; and (iv) the Employee's entitlement to reimbursement shall not be subject to liquidation or exchange for another benefit.

10. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

a. Cause. "Cause" means any of the following: (i) an act of dishonesty made by Employee in connection with Employee's responsibilities as an employee; (ii) Employee's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or a similar crime; (iii) conduct by Employee amounting to fraud, gross negligence, willful misconduct or recurring insubordination; (iv) Employee's willful disobedience of a material and lawful instruction of the Chief Executive Officer or the Board of Directors of the Company, including Employee's continued failure to perform his employment duties, or Employee's willful breach of any material obligations under any written agreement or covenant with the Company; or (v) excessive absences from work by Employee, other than for illness or Disability. Notwithstanding the foregoing, however, that the Company shall not have the right to terminate the employment of Employee pursuant to the foregoing clauses (i), (iii), (iv), and (v) above unless written notice specifying such breach shall have been given to the Employee and, in the case of breach which is capable of being cured, the Employee shall have failed to cure such breach within thirty (30) days after his receipt of such notice.

b. Change in Control. "Change in Control" means the occurrence of any of the following events:

i. An acquisition (other than directly from the Company) of any voting securities of the Company (the “Voting Securities”) by any “Person” (as the term person is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Act”)) immediately after which such Person has “Beneficial Ownership” (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of twenty percent (20%) or more of the combined voting power of the Company’s then outstanding Voting Securities (49% if such Person is Wynnefield Capital Inc. and its affiliates); provided, however, that in determining whether a Change in Control has occurred, Voting Securities which are acquired in a “Non-Control Acquisition” (as defined below) shall not constitute an acquisition which would cause a Change in Control. A “Non-Control Acquisition” shall mean an acquisition by (1) an employee benefit plan (or a trust forming a part thereof) maintained by (x) the Company or (v) any corporation or other Person of which a majority of its voting power or its equity securities or equity interest is owned directly or indirectly by the Company (a “Subsidiary”), or (2) the Company or any Subsidiary. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because a Person (the “Subject Person”) gained Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Voting Securities by the Company, and after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities which increases the percentage of the then outstanding Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

ii. The individuals who, as of the date this Agreement is approved by the Board, are members of the Board (the “Incumbent Board”), cease for any reason to constitute at least two-thirds of the Board; provided, however, that if the election, or nomination for election by the Company’s stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Agreement, be considered and defined as a member of the Incumbent Board; and provided, further, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual “Election Contest” (as described in Rule 14a-11 promulgated under the 1934 Act) or other solicitation of proxies or consents by or on behalf of a Person other than the Board (a “Proxy Contest”); or

iii. Approval by the Company’s stockholders of either: (A) a merger, consolidation or reorganization involving the Company, unless: (1) the stockholders of the Company, immediately before such merger, consolidation or reorganization, own, directly or indirectly immediately following such merger, consolidation or reorganization, at least sixty percent (60%) of the combined voting power of the outstanding voting securities of the corporation resulting from such merger or consolidation or reorganization (the “Surviving Corporation”) in substantially the same proportion as their ownership of the Voting Securities immediately before such merger, consolidation or reorganization, (2) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such merger, consolidation or reorganization constitute at least two-thirds of the members of the board of directors of the Surviving Corporation, and (3) no Person (other than the Company, any Subsidiary, any employee benefit plan (or any trust forming a part thereof) maintained by the Company, the Surviving Corporation or any Subsidiary) becomes Beneficial Owner of twenty percent (20%) or more of the combined voting power of the Surviving Corporation’s then outstanding voting securities as a result of such merger (49% if such Person is Wynnefield Capital Inc. and its affiliates), consolidation or reorganization, a transaction described in clauses (1) through (3) shall herein be referred to as a “Non-Control Transaction”; or (B) an agreement for the sale or other disposition of all or substantially all of the assets of the Company, to any Person, other than a transfer to a Subsidiary, in one transaction or a series of related transactions; or (C) the Company’s stockholders approve any plan or proposal for the liquidation or dissolution of the Company.

iv. Notwithstanding anything herein to the contrary, if the Employee’s employment is terminated prior to a Change in Control and the Employee reasonably demonstrates that such termination (i) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change in Control (a “Third Party”) or (ii) otherwise occurred in connection with, or in anticipation of, a Change in Control, then for all purposes of this Agreement, the date of a Change in Control with respect to the Employee shall mean the date immediately prior to the date of such termination of the Employee’s employment.

c. Change in Control Period. “Change in Control Period” means the period beginning ninety (90) days prior to, and ending ninety (90) days following, a Change in Control.

d. Code. “Code” means the Internal Revenue Code of 1986, as amended.

e. Continuation Benefits. “Continuation Benefits” shall be the continuation of the benefits, as detailed in the Offer Letter, for the period commencing on the Termination Date and terminating 12 months thereafter, or such other period as specifically stated herein (the “Continuation Period”) at the Company’s expense on behalf of the Employee and his dependents; and the level and availability of benefits provided during the Continuation Period shall at all times be subject to the post-employment conversion or portability provisions of the

benefit plans. The Company's obligation hereunder with respect to the foregoing benefits shall also be limited to the extent that if the Employee is eligible to obtain any such benefits pursuant to a subsequent employer's benefit plans, the Company may reduce the coverage of any benefits it is required to provide the Employee hereunder as long as the aggregate coverage and benefits of the combined benefit plans is no less favorable to the Employee than the coverage and benefits required to be provided hereunder. This definition of Continuation Benefits shall not be interpreted so as to limit any benefits to which the Employee, his dependents or beneficiaries may be entitled under any of the Company's employee benefit plans, programs or practices following the Employee's termination of employment, including, without limitation, retiree medical and life insurance benefits.

f. Disability. "*Disability*" shall mean a physical or mental infirmity which impairs the Employee's ability to substantially perform his duties with the Company for a period of ninety (90) consecutive days and the Employee has not returned to his full-time employment prior to the Termination Date as stated in the "Notice of Termination" (as defined below).

g. Equity Awards. "*Equity Awards*" means Employee's outstanding stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance stock units and any other Company equity compensation awards.

h. Good Reason. "*Good Reason*" means Employee's voluntary termination, within 30 days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without Employee's consent: (a) a material breach of any provision of this Agreement by the Company; (b) failure by the Company to pay when due any compensation to the Employee; (c) a reduction in the Employee's base salary (as set forth in the Offer Letter); (d)(i) failure by the Company to maintain the Employee in the position referred to in the Offer Letter or (ii) assignment to the Employee of any duties materially inconsistent with the Employee's positions, authority, duties, responsibilities, powers, functions, reporting relationship or title or any other action by the Company that results in a material diminution of such positions, authority, duties, responsibilities, powers, functions, reporting relationship or title, as contemplated by the Offer Letter; excluding in either case of clause (i) or (ii) of this Section 10(h)(d), a reduction or change following an internal corporate restructuring or Change in Control due to the Company being part of a larger entity, and in either case where Employee assumes similar functional duties; or (e) a Change in Control, where the successor to the Company does not assume this Agreement, but provided that the event on which the Change of Control is predicated occurs within 90 days of the service of the Notice of Termination by the Employee; and *provided further*, however, that the Employee agrees not to terminate his employment for Good Reason pursuant to clauses (a) through (e) unless (i) the Employee has given the Company at least 30 days' prior written notice of his intent to terminate his employment for Good Reason, which notice shall specify the facts and circumstances constituting Good Reason; and (ii) the Company has not remedied such facts and circumstances constituting Good Reason to the reasonable and good faith satisfaction of the Employee within the cure period after receipt of such notice.

i. Notice of Termination. A "*Notice of Termination*" shall mean a written notice from the Company or Employee of termination of the Employee's employment which indicates the provision in this Agreement relied upon, if any and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated. A Notice of Termination served by the Company shall specify the effective date of termination.

i. Plan. The "*Plan*" means the Company's 2016 Omnibus Equity Incentive Plan, as amended, or another plan, approved by the Board and adopted by the shareholders of the Company, pursuant to which employees of the Company may acquire equity securities of the Company.

k. Termination Date. "*Termination Date*" shall mean the date specified in the Notice of Termination which (a) in the case of the Employee's death, shall be his date of death; (b) in the case of Disability, the Employee shall not have returned to the full-time performance of his duties within 30 days from the date such Notice of Termination is given; (c) in the case of a termination by the Company (other than a termination for Cause), shall not be less than 30 days from the date such Notice of Termination is given; and (d) in the case of a termination by Employee, shall not be less than 15 nor more than 30 days from the date such Notice of Termination is given (provided, however, if Employee seeks to terminate employment for Good Reason, then such notice must be at least 30 days from the date the Notice of Termination is given to the Company, and provided further that the Company has not remedied such facts and circumstances constituting Good Reason to the reasonable and good faith satisfaction of the Employee).

11. Successors.

a. The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the

Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will include any successor to the Company's business and/or assets or which becomes bound by the terms of this Agreement by operation of law.

b. Employee's Successors. The terms of this Agreement and all rights of Employee hereunder will inure to the benefit of, and be enforceable by, Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

12. Notice.

a. General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when sent electronically or personally delivered when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid or when delivered by a nationally-recognized private courier service that has tracking capability. In the case of Employee, notices will be sent to the e-mail address or addressed to Employee at the home address, in either case which Employee most recently communicated to the Company in writing. In the case of the Company, electronic notices will be sent to the e-mail addresses of the Chief Executive Officer and mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Executive Officer.

b. Notice of Termination. Any termination of Employee's employment will be communicated by delivery of a Notice of Termination to the other party in accordance with Section 12(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date in accordance with Section 10(k).

13. Resignation. Upon the termination of Employee's employment for any reason, Employee will be deemed to have resigned from all officer and/or director positions held at the Company and its affiliates voluntarily, without any further required action by Employee, as of the end of Employee's employment and Employee, at the Board's request, will execute any documents reasonably necessary to reflect Employee's resignation.

14. Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof, with the sole exception of any claim, breach, or violation arising the Assignment and Confidentiality Agreement, shall be first settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation administered by JAMS. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree to final and binding arbitration before a single arbitrator in the State of Georgia in accordance with the Rules of the American Arbitration Association. The arbitrator shall be selected by the Association and shall be an attorney-at-law experienced in the field of corporate law. Any judgment upon any arbitration award may be entered in any court, federal or state, having competent jurisdiction of the parties.

15. Miscellaneous Provisions.

a. Amendments and Waiver. No provision of this Agreement will be amended, modified, waived or discharged unless the amendment, modification, waiver or discharge is agreed to in writing and signed by Employee and by an authorized officer of the Company (other than Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time. Any failure to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any such terms or conditions.

b. Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

c. Entire Agreement. This Agreement, together with the Assignment and Confidentiality Agreement and Offer Letter, constitutes the entire agreement of the parties hereto and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof, including, but not limited to, any prior severance agreement and/or any accelerated vesting terms set forth in an individual equity award agreement. Notwithstanding the foregoing, however, nothing herein shall be interpreted to supersede or otherwise reduce or limit the (i) specific compensation arrangements (including the bonus and equity award) and (ii) eligibility for benefits, in each case as set forth in the Offer Letter.

d. **Choice of Law.** The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Georgia (with the exception of its conflict of laws provisions).

e. **Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

f. **Withholding.** All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

g. **Execution.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

h. **Interpretation and Independent Representation.** The parties agree that they have both had the opportunity to review and negotiate this Agreement, and that any inconsistency or dispute related to the interpretation of any of the provisions of this Agreement shall not be construed against either party. The headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. The Employee has been advised and had the opportunity to consult with an attorney or other advisor prior to executing this agreement. The Employee understands, confirms and agrees that counsel to the Company (Becker & Poliakoff LLP) has not acted and is not acting as counsel to the Employee and that Employee has not relied upon any legal advice except as provided by its own counsel.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the Effective Date.

DLH Holdings Corp.

By: /s/ Zachary C. Parker

Zachary C. Parker

Chief Executive Officer and President

Employee

By: /s/ G. Maliek Ferebee

G. Maliek Ferebee

[signature page of the Change in Control, Severance and Covenant Agreement]

DLH HOLDINGS CORP.
SUBSIDIARIES OF REGISTRANT

<u>Name*</u>	<u>Jurisdiction of Incorporation/Organization</u>
DLH Solutions, Inc.	Georgia
Danya International, LLC	Maryland
Social & Scientific Systems, Inc.	Delaware
Irving Burton Associates, LLC	Virginia

* In accordance with Item 601(b)(21) of Regulation S-K, the Company has omitted from this Exhibit the names of its subsidiaries which, considered in the aggregate or as a single subsidiary, do not constitute a significant subsidiary as defined in Rule 1-02(w) of Regulation S-X.

CONSENT OF REGISTERED INDEPENDENT PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference of our report dated December 5, 2021 relating to the consolidated financial statements of DLH Holdings Corp. (the "Company") as of and for the years ended September 30, 2021 and 2020 included in this Annual Report on Form 10-K into the Company's previously filed Registration Statements on Form(s) S-3 (File Nos. 333-238882, 333-215405, 333-184912, 333-74478 and 333-120423) and Form(s) S-8 (File Nos. 333-256329, 333-212702, 333-197374, 333-178830, 333-73426, 333-143951 and 333-225153).

/s/ WithumSmith+Brown, PC

New York, New York

December 5, 2021

Certification

I, Zachary C. Parker, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of DLH Holdings Corp.;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 6, 2021

/s/ Zachary C. Parker

Zachary C. Parker

Chief Executive Officer

(Principal Executive Officer)

Certification

I, Kathryn M. JohnBull, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of DLH Holdings Corp.;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 6, 2021

/s/ Kathryn M. JohnBull

Kathryn M. JohnBull
Chief Financial Officer
(Principal Accounting Officer)

Certification of Chief Executive Officer and Chief Financial Officer
Pursuant to 18 U.S.C Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Fiscal Year End Report of DLH Holdings Corp. (the "Company") on Form 10-K for the period ending September 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, being, Zachary C. Parker, Chief Executive Officer, and Kathryn M. JohnBull, Chief Financial Officer and Principal Accounting Officer, certify, pursuant to 18 U.S.C. ss.1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Dated: December 6, 2021

/s/ Zachary C. Parker
Zachary C. Parker
Chief Executive Officer
(Principal Executive Officer)

/s/ Kathryn M. JohnBull
Kathryn M. JohnBull
Chief Financial Officer
(Principal Accounting Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.