



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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-9444 1-800-852-3345 Ext. 9444
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March 21, 2013

RETRO

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

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services to enter into a **retroactive** agreement with Southwestern Community Services, Inc., PO Box 603, Keene, NH 03431-0603, vendor code 177511-R001, to provide temporary housing and supportive services for up to sixteen (16) individuals at Next Steps in Keene, NH in the amount of \$90,183.00, effective April 1, 2013 through March 31, 2014. Funds are available in the following account in State Fiscal Years 2013 and are anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

100% FED

05-95-95-958310-7176 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:COMMISSIONER, DCBCS BHHS, HOUSING – SHELTER PROGRAM

Fiscal Year	Appropriation	Class/Object	Class Title
2013	05-95-95-958310-7176	102-500731	Contracts for program services \$ 22,546.00

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

Fiscal Year	Appropriation	Class/Object	Class Title
2014	05-95-42-423010-7927	102-500731	Contracts for program services <u>\$ 67,637.00</u>

Total \$90,183.00

Explanation

This contract is retroactive due to timing of receipt of executed contract documents from vendor and obtaining subsequent internal approvals within the provided time frame.

The purpose of this agreement is to provide temporary housing and supportive services for up to sixteen (16) individuals at Next Steps in Keene, NH. Funding for these services is provided through the Department of Housing and Urban Development Supportive Housing Demonstration, Permanent Housing for the Handicapped Homeless program. The Department of Housing and Urban Development requires a Continuum of Care process for communities seeking these funds. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. The Continuum includes broad participation of community stakeholders. Through this process, New Hampshire submits an annual application in response to the Department of Housing and Urban Development's Notice of Funding Availability. Once the Notice is announced, the Bureau of Homeless and Housing Services notifies all participants in the Continuum to submit project renewal applications. The Department of Housing and Urban Development scores the application and awards funding based on its competitive criteria. The Bureau of Homeless and Housing Services receives notification from the Department of Housing and Urban Development several months later regarding the awards. The Bureau of Homeless and Housing Services will submit additional requests to Governor and Council to contract with other providers who were awarded funding.

In 1994 with input from providers throughout the country, the Department of Housing and Urban Development developed the Continuum concept to support communities to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. Although the Continuum is not mandated by law, in order to obtain Department of Housing and Urban Development housing and support services resources, communities must conduct a Continuum process and submit a Continuum application to the Department of Housing and Urban Development. The Continuum serves three main purposes:

- (1) a strategic planning process for addressing homelessness in the community;
- (2) a process to engage broad-based community-wide involvement in addressing homelessness on a year-round basis; and
- (3) an opportunity to submit an application to the Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

Southwestern Community Services, Inc. (Next Steps) was one of three New Hampshire agencies awarded funding. The funds shall be used to pay for the operation and supportive services of Next Steps, 29 Elm Street, Keene, NH 03431. Southwestern Community Services, Inc. will provide temporary housing for up to sixteen (16) individuals at this facility. A comprehensive supportive services network will be provided to meet their unmet housing needs and to promote the ability of participants to live more independently. Performance will be monitored through the required submission of quarterly and annual progress reports of vital information (such as age, length of stay, gender, family status, etc.) and statistics relative to program performance and individuals served.

Should Governor and Executive Council determine not to approve this request Next Steps may not be able to continue operations resulting in sixteen (16) disabled individuals becoming homeless. Also, one full-time staff person and one half-time staff person at this private, non-profit agency may become unemployed.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 21, 2013
Page Three

Area served: Cheshire County.

Source of funds: 100% federal funds.

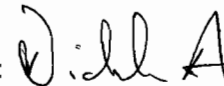
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

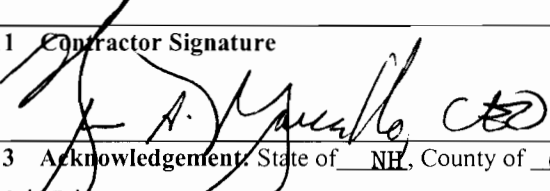
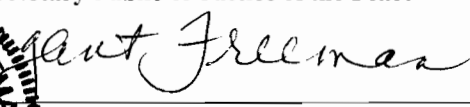
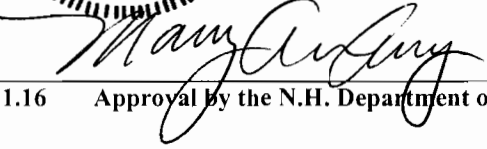
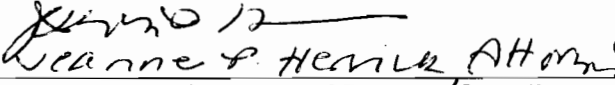
Subject: Next Steps Transitional Housing Contract

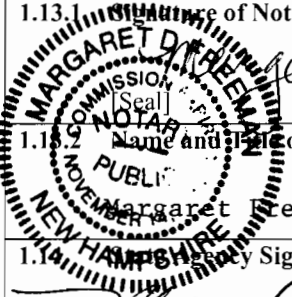
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way, Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-95-95-958310-71760000-102-500731 05-95-42-423010-79270000-102-500731	1.7 Completion Date March 31st, 2014	1.8 Price Limitation \$90,183
1.9 Contracting Officer for State Agency Maureen U. Ryan, Bureau Administrator		1.10 State Agency Telephone Number 603-271-5043	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William A. Marcello, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>3/27/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Margaret Freeman, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Assoc Commis.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>28 Mar. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

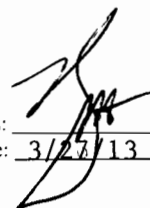
5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

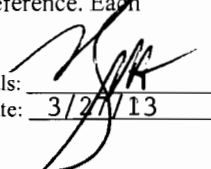
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: 
Date: 3/27/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



New Hampshire Department of Health and Human Services
Exhibit A
Next Steps Transitional Housing

- D. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
- E. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.
- F. The Contractor agrees to certify and assure any information or documentation required to meet HUD Grant Agreement conditions. The Contractor agrees to comply with all HUD requirements and to accept responsibility for such compliance.

4. Financial

- A. Based on the continued receipt/availability of federal funds, the Contractor shall utilize \$86,390.00 from the HUD Supportive Housing Program, for contract services.
 - 1) \$51,345.00 shall be utilized for operating expenses.
 - i) Eligible operating costs include maintenance and repairs (maintenance staff, cleaning supplies, cleaning equipment, contracted services), operations staff (salaries of staff not delivering services), utilities/fuel, equipment, supplies, insurance (property, car health benefits for operational staff), food for participants, and furnishings.
 - ii) Ineligible costs include mortgage payments, rent, recruitment costs, staff training, depreciation, and costs associated with the organization as a whole rather than the supportive housing project.
 - iii) Contract funds may be used to pay for up to seventy-five percent of the actual operating costs.
 - 2) \$32,938.00 shall be utilized for supportive services.
 - i) Eligible supportive services costs include salary and fringe benefits for direct service and supervisory staff (as proportionate to time dedicated to the project), furnishings used by direct service staff or participants, supplies used by direct service program staff or participants, transportation of participants and staff when related to direct service, office equipment and expenses (as proportionate to direct service), medical/dental care for participants, education, counseling, case management, intervention, daily living skills, parenting skills, mental health care, rent/security deposits or other housing search assistance for participants exiting the program, substance abuse treatment, vocational training, and employment assistance. Eligible services are available to those individuals actively participating in the transitional housing program.
 - ii) Ineligible costs include staff training, fundraising, conference attendance, and court fines incurred by participants.
 - iii) Contract funds may be used to pay for up to eighty percent of the actual supportive services costs.
 - 3) \$2,950.00 shall be utilized for administrative costs. Administrative costs include costs associated with the accounting for the use of contract funds, preparing required reports, and obtaining program audits.
- B. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies.
 - 1) Match requirements are to be cash and documented with each payment request.
 - 2) Match requirements cannot be met through in-kind donations of goods and services.
- C. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section IV, Item A. The Contractor must have written approval from the State prior to billing for any other expenses.
- D. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 583.315). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- E. The contractor shall have any staff charged in full or part to this contract or counted as match complete weekly or bi-weekly timesheets.



New Hampshire Department of Health and Human Services
Exhibit B
Next Steps Transitional Housing

Payment Method

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

NH General Fund: Not applicable
 Federal Funds:
 CFDA #: 14.235
 Federal Agency: U.S. Department of Housing & Urban Development
 Program Title: Supportive Housing Program
 Amount: \$90,183.00

Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, in an amount not to exceed Paragraph 1.8. of the General Provisions of this Agreement.

A. REPORTS.

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

- 1) Audited Financial Report:
 The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2) Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

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

- 1) Project Costs:
 As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 2) Payment of Project Costs:
 Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services and administration utilizing funds provided through the U.S. Department of Housing and Urban Development Supportive Housing Project, Permanent Housing for the Handicapped Homeless (Public Law 102-550) in an amount not to exceed Paragraph 1.8 of the General Provisions of this Agreement. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3) Review of the State Disallowance of Costs:
 At any time during the performance of the Services, and upon receipt of the Quarterly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any

New Hampshire Department of Health and Human Services
Exhibit B
Next Steps Transitional Housing



items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture pursuant to 24 CFR Subsection 576.55. The funds authorized to be expended under this Agreement shall be used only for operations, supportive services and administration or reimbursement for expenditures for operations, supportive services and administration, provided by the Contractor for the project period and operating years of the Supportive Housing Program as approved by HUD and in accordance with the Supportive Housing Program Regulations, published at 24 CFR Part 583.

C. USE OF GRANT FUNDS.

- 1) The State agrees to provide payment for actual costs up to \$90,183.00 as defined by HUD under the provisions of P.L. 102-550 and applicable regulations.
- 2) The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of this paragraph does not require additional approval of Governor & Executive Council.
- 3) Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

D. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

- 1) Fiscal Control:
The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 2) The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



SPECIAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

- Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Add the following to Paragraph 5:

- 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.

- 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).

3. Add the following to Paragraph 6.1:

- 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.

4. Add the following to Paragraph 6.:

- 6.4. The Contractor certifies as follows:

- 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;

- 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;

A handwritten signature in black ink, appearing to be "J. A. [unclear]".

New Hampshire Department of Health and Human Services
Bureau of Homeless and Housing Services



Exhibit C

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- 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
 - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
 - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district; immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
 - 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
 - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
 - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
 - 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
 - 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
 - 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
 - 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
 - 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).

5. Add the following to Paragraph 7.:

- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a

**New Hampshire Department of Health and Human Services
Bureau of Homeless and Housing Services**



Exhibit C

personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
- 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.
- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
- 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
- 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
- 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
- 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

New Hampshire Department of Health and Human Services
Bureau of Homeless and Housing Services



Exhibit C

- 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
- 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
 - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
 - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
- 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.
8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.



Exhibit C

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- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
- 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
- 20.1. DEVELOPMENT
- 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
- 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
- 20.2. OPERATION
- 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
- 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
- 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
- 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.
- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is



Exhibit C

specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.

- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.

20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS

- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.

20.4. OTHER PROGRAM REQUIREMENTS

If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:

- 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion, and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation, and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and



ADDITIONAL SPECIAL PROVISIONS

1) Retroactive Payments – Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

2) Retroactive Payments – Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of this Agreement.

3) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in EXHIBIT A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.


4) Audit Requirement

The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government: If the federal funds received under this or any other Agreement from any and all sources exceeds \$25,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-128, Single Audits of State and Local Governments.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services, with funds provided in part or in whole by HUD."


Date 3/27/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

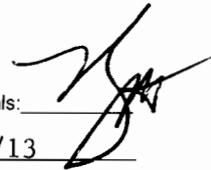
This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691),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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: _____

Date: 3/27/13



- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

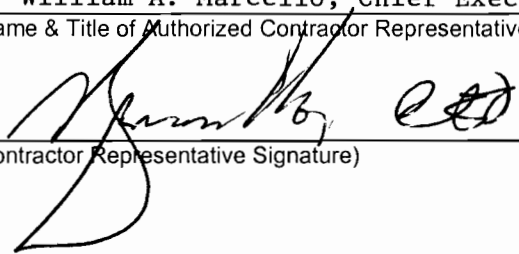
Check if there are workplaces on file that are not identified here.

Southwestern Community Services, Inc.
 From: 4/1/13 To: 3/31/14


 (Contractor Name) (Period Covered by this Certification)

William A. Marcello, Chief Executive Officer

 (Name & Title of Authorized Contractor Representative)



 (Contractor Representative Signature) 3/27/13
 (Date)

Contractor Initials: 
 Date: 3/27/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

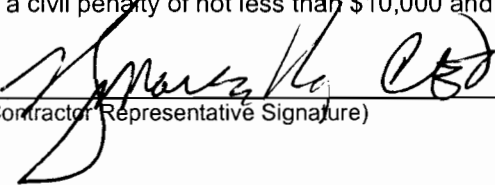
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI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

Contract Period: ~~4/1/13~~ through ~~3/31/14~~

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

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

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


(Contractor Representative Signature)

William A. Marcello, Chief Executive Officer
(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.
(Contractor Name)

3/27/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

William A. Marcello, Chief Executive Officer


(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.

(Contractor Name)

3/27/13

(Date)

Contractor Initials: 
Date: 3/27/13


NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	William A. Marcello, Chief Executive Officer
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
Southwestern Community Services, Inc.	3/27/13
_____ (Contractor Name)	_____ (Date)

NH Department of Health and Human Services


STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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


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



(Contractor Representative Signature) William A. Marcello, Chief Executive Officer
(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc. 3/27/13

(Contractor Name) (Date)

Contractor Initials: 
Date: 3/27/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

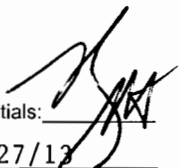
(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

Contractor Initials: 
Date: 3/27/13

(5) **Termination for Cause**

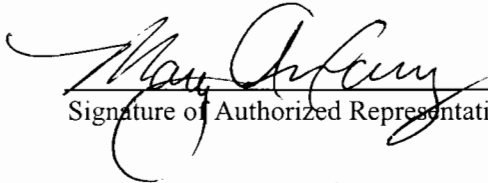
In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the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

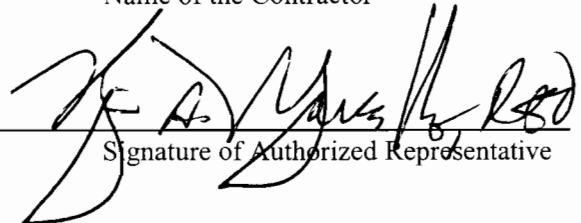
(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

DHHS Southwestern Community Services, Inc.
The State Agency Name Name of the Contractor

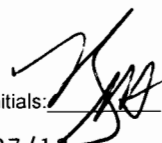

Signature of Authorized Representative


Signature of Authorized Representative

MARY Ann COONEY William A. Marcello
Name of Authorized Representative Name of Authorized Representative

ASSOCIATE COMMISSIONER Chief Executive Officer
Title of Authorized Representative Title of Authorized Representative

MARCH 28, 2013 March 27, 2013
Date Date

Contractor Initials: 
Date: 3/27/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

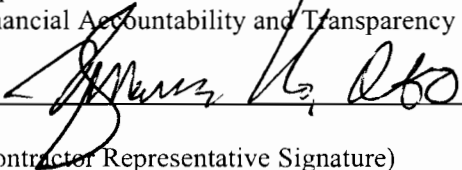
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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


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

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

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

 William A. Marcello, Chief Executive Officer
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc. March 27, 2013
 (Contractor Name) (Date)

Contractor initials: 
 Date: 3/27/13
 Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: **081251381**

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

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

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

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

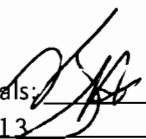
Name: _____ Amount: _____

Name: _____ Amount: _____

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Name: _____ Amount: _____

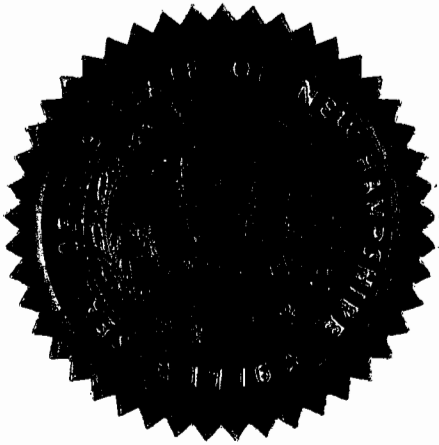
Name: _____ Amount: _____

Contractor initials: 
Date: 3/27/13
Page # _____ of Page # _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2012

A handwritten signature in cursive script, appearing to read "William Gardner", written in black ink.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporate Authority)

I, Elaine M. Amer, Clerk/Secretary of Board of Directors, Southwestern Community Services, Inc.
(name) (Corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on April 27, 2012, such authority
(date)
to be in force and effect until March 31, 2014.
(contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the
Corporation any contract or other instrument for the sale of products and services:

William A. Marcello
(name)

(name)

Chief Executive Officer
(position)

(position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire
(state of incorporation)
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof.

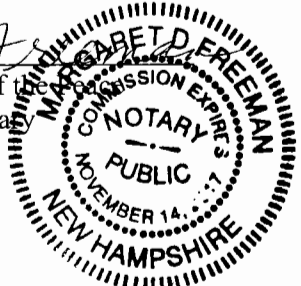
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
27th day of March, 2013.

Elaine M. Amer
Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On this 27th day of March, 2013, before me, Margaret Freeman the undersigned Officer,
personally appeared William A. Marcello who acknowledged himself to be the
Chief Executive Officer of Southwestern Community Services, Inc., a corporation and that he as
such Chief Executive Officer being authorized to do so, executed the foregoing instrument for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Margaret Freeman
Notary Public/Justice of the Peace
Margaret Freeman, Notary Public


Commission Expiration Date: 11-14-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2013

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csf24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company 0 INSURER B : Maine Employer Mutual Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :	NAIC #
INSURED Southwestern Comm Services Inc PO Box 603 Keene NH 03431	SOUTHWESTERNCOM	

COVERAGES **CERTIFICATE NUMBER: 1594272383** **REVISION NUMBER:**

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

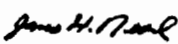
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK883363	6/30/2012	6/30/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK883363	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB386674	6/30/2012	6/30/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	3102800768	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability			PHPK883363	6/30/2012	6/30/2013	\$1,000,000 per occurrence \$2,000,000 general aggregate

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

Workers Compensation Statutory coverage provided for State of NH
 All Executive Officers are included in the Workers Compensation coverage

CERTIFICATE HOLDER

CANCELLATION

Bureau of Homeless & Housing Services Department of Health and Human Services 129 Pleasant Street, Brown Building Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Southwestern Community Services, Inc.

**Independent Auditors' Report and
Management's Financial Statements**

May 31, 2011

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

SOUTHWESTERN COMMUNITY SERVICES, INC.

MAY 31, 2011

CONTENTS

	PAGE
INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S FINANCIAL STATEMENTS	
COMBINED STATEMENTS OF FINANCIAL POSITION	2
COMBINED STATEMENTS OF ACTIVITIES	3
COMBINED STATEMENTS OF FUNCTIONAL EXPENSES	4 – 7
COMBINED STATEMENTS OF CASH FLOWS	8
NOTES TO FINANCIAL STATEMENTS	9 – 17

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

June 20, 2012

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited the accompanying combined statements of financial position of Southwestern Community Services, Inc., as of May 31, 2011 and 2010, and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These combined financial statements are the responsibility of Southwestern Community Services, Inc.'s management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. as of May 31, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 20, 2012, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Ron L. Beaulieu & Co.

Certified Public Accountants

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION
MAY 31,

	2011	2010
CURRENT ASSETS		
Cash	\$ 122,596	\$ 86,057
Accounts receivable (net)	1,879,509	2,017,522
Contracts receivable (net)	-	29,787
Prepaid rent	1,705	600
Total current assets	2,003,810	2,133,966
FIXED ASSETS		
Real estate	8,460,141	8,445,412
Vehicles and equipment	992,324	828,636
Furniture and fixtures	149,798	149,798
Total fixed assets	9,602,263	9,423,846
Less - accumulated depreciation	(2,081,030)	(1,740,425)
Net fixed assets	7,521,233	7,683,421
OTHER ASSETS		
Notes receivable, less current portion (net)	174,019	174,196
Investments	100,500	242,500
Due from related limited partnerships	661,578	664,703
Cash escrow funds	125,375	137,239
Other assets	729	89,535
Total other assets	1,062,201	1,308,173
TOTAL ASSETS	\$ 10,587,244	\$ 11,125,560
CURRENT LIABILITIES		
Accounts payable	616,626	1,017,679
Contracts payable	-	260,121
Accrued expenses	351,931	356,578
Other current liabilities	8,592	8,586
Deferred revenue	761,965	797,703
Line of credit	249,953	249,934
Note payable	-	117,000
Current portion of long-term debt	197,725	201,163
Total current liabilities	2,186,792	3,008,764
LONG-TERM DEBT, less current portion	5,302,013	5,433,904
TOTAL LIABILITIES	7,488,805	8,442,668
NET ASSETS		
Unrestricted	3,098,439	2,682,892
TOTAL NET ASSETS	3,098,439	2,682,892
TOTAL LIABILITIES AND NET ASSETS	\$ 10,587,244	\$ 11,125,560

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF ACTIVITIES
YEARS ENDED MAY 31,**

	<u>2011</u>	<u>2010</u>
REVENUES:		
Grants and contracts	\$ 10,498,721	\$ 13,524,369
Program service fees	2,399,468	2,168,716
Rental income	670,405	527,461
Developer income	568,024	365,353
Contributions	473,434	209,436
Interest income	191	1,117
Miscellaneous	482,483	241,095
In-kind contributions	487,812	478,625
TOTAL REVENUES	<u>15,580,538</u>	<u>17,516,172</u>
EXPENSES:		
Program services:		
Home energy programs	5,069,553	7,471,691
Education and nutrition	2,397,493	2,735,557
Special needs	783,970	1,051,988
Family services	-	44,327
Housing and homeless services	4,435,755	2,244,985
Economic development services	496,633	260,291
Other real estate	-	4,031
Other programs	615,374	2,420,440
Total program services	<u>13,798,778</u>	<u>16,233,310</u>
Support services:		
Management and general	1,830,831	1,430,700
Total support services	<u>1,830,831</u>	<u>1,430,700</u>
TOTAL EXPENSES	<u>15,629,609</u>	<u>17,664,010</u>
NON-OPERATING REVENUES AND EXPENSES		
Gain on disposal of fixed assets	122,118	-
Gain on sale of investments	342,500	-
TOTAL NON-OPERATING REVENUES AND EXPENSES	<u>464,618</u>	<u>-</u>
INCREASE (DECREASE) IN NET ASSETS	415,547	(147,838)
NET ASSETS - JUNE 1	<u>2,682,892</u>	<u>2,830,730</u>
NET ASSETS - MAY 31	<u>\$ 3,098,439</u>	<u>\$ 2,682,892</u>

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2011

	Program Services				
	Home Energy Programs	Education and Nutrition	Special Needs	Family Services	Housing and Homeless Services
Payroll	\$ 603,061	\$ 988,846	\$ 461,170	\$ -	\$ 1,342,972
Payroll taxes	62,484	86,134	34,707	-	156,242
Payroll benefits	164,025	319,976	140,483	-	430,238
Retirement	47,716	57,216	18,610	-	114,621
Advertising	-	2,208	-	-	2,280
Bank charges	-	-	-	-	-
Computer cost	4,080	-	-	-	-
Contractual	620,355	14,797	3,850	-	549,990
Depreciation	7,902	27,959	3,520	-	128,120
Development costs	-	-	-	-	-
Dues/registrations	-	837	165	-	1,916
Duplicating	6,094	-	880	-	9,359
Insurance	8,583	8,298	5,508	-	86,116
Interest	-	-	-	-	284,488
Management fees	-	-	-	-	-
Meeting & conference	3,378	-	150	-	18,106
Miscellaneous expense	9,563	956	2,166	-	28,644
Equipment purchases	9,096	160	-	-	17,955
Office expense	44,961	12,772	637	-	28,648
Postage	15,769	-	180	-	11,468
Professional	500	-	-	-	15,779
Staff development & training	23,141	63	1,549	-	97,770
Subscriptions	-	-	-	-	100
Telephone	5,584	7,144	4,404	-	10,758
Fax	2	-	30	-	1,429
Travel	8,755	20,105	1,926	-	34,909
Vehicle	14,696	1,337	13,369	-	65,227
Space costs	38,588	221,564	36,341	-	340,010
Direct client assistance	3,286,978	-	-	-	6,392
Other direct program costs	84,242	139,309	54,325	-	652,218
In-kind expenses	-	487,812	-	-	-
TOTAL EXPENSES	\$ 5,069,553	\$ 2,397,493	\$ 783,970	\$ -	\$ 4,435,755

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2011

	Program Services			Support Services	Total Expenses
	Economic Development Programs	Other Real Estate	Other Programs	Management and General	
Payroll	\$ 230,391	\$ -	\$ 227,339	\$ 818,377	\$ 4,672,156
Payroll taxes	28,330	-	17,840	77,940	463,677
Payroll benefits	59,627	-	66,396	201,589	1,382,334
Retirement	14,714	-	5,958	69,250	328,085
Advertising	719	-	71	-	5,278
Bank charges	-	-	-	-	-
Computer cost	935	-	(501)	7,599	12,113
Contractual	-	-	3,000	167,145	1,359,137
Depreciation	-	-	-	172,018	339,519
Development costs	-	-	-	-	-
Dues/registration	-	-	8,333	5,570	16,821
Duplicating	983	-	9	26	17,351
Insurance	1,701	-	1,724	(15,453)	96,477
Interest	-	-	-	13,411	297,899
Management fees	-	-	-	-	-
Meeting & conference	-	-	10,909	31,851	64,394
Miscellaneous	1,490	-	141,091	45,277	229,187
Equipment purchases	358	-	2,825	1,337	31,731
Office expense	3,379	-	9,482	26,486	126,365
Postage	1,329	-	4,631	13	33,390
Professional	-	-	-	46,563	62,842
Staff development & training	1,761	-	1,450	27,728	153,462
Subscriptions	-	-	800	1,972	2,872
Telephone	2,758	-	1,142	4,260	36,050
Fax	16	-	29	-	1,506
Travel	16,812	-	11,901	7,166	101,574
Vehicle	-	-	41,416	396	136,441
Space costs	52,130	-	47,458	76,819	812,910
Direct client assistance	35,824	-	1,000	-	3,330,194
Other direct program costs	43,376	-	11,071	43,491	1,028,032
In-kind expenses	-	-	-	-	487,812
TOTAL EXPENSES	\$ 496,633	\$ -	\$ 615,374	\$ 1,830,831	\$ 15,629,609

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2010

	Program Services				
	Home Energy Programs	Education and Nutrition	Special Needs	Family Services	Housing and Homeless Services
Payroll	\$ 716,519	\$ 1,196,302	\$ 567,559	\$ 23,890	\$ 546,580
Payroll taxes	61,315	108,020	50,276	2,391	91,703
Payroll benefits	120,232	319,542	174,271	6,773	308,173
Retirement	42,303	73,243	19,255	342	83,262
Advertising	262	2,398	-	-	1,863
Bank charges	-	-	-	-	-
Computer cost	25,331	34,284	8,660	1,402	32,492
Contractual	868,265	15,549	13,265	-	168,257
Depreciation	7,902	36,527	3,520	-	37,947
Development costs	-	-	-	-	-
Dues/registrations	-	1,312	1,109	-	1,914
Duplicating	5,952	12,063	264	20	10,624
Insurance	11,059	10,757	3,123	-	34,311
Interest	-	19,776	1,429	-	3,218
Management fees	-	-	-	-	-
Meeting & conference	4,425	12,976	55	-	10,118
Miscellaneous expense	17,388	415	3,951	2,900	4,524
Equipment purchases	1,414	11,053	-	-	5,627
Office expense	63,668	9,971	4,128	904	24,442
Postage	12,985	3,089	544	8	9,969
Professional	500	-	-	-	5,295
Staff development & training	36,568	670	1,350	-	30,449
Subscriptions	-	(125)	-	-	-
Telephone	17,428	20,163	12,736	123	44,244
Fax	1,265	1,099	188	17	1,398
Travel	2,534	30,740	71,623	3,938	15,711
Vehicle	10,978	1,325	13,772	-	31,976
Space costs	47,245	105,283	40,105	1,535	197,971
Direct client assistance	5,362,796	3,660	-	-	278,740
Other direct program costs	33,357	226,840	60,805	84	264,177
In-kind expenses	-	478,625	-	-	-
TOTAL EXPENSES	\$ 7,471,691	\$ 2,735,557	\$ 1,051,988	\$ 44,327	\$ 2,244,985

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2010

	Program Services			Support	Total Expenses
	Economic Development Programs	Other Real Estate	Other Programs	Management and General	
Payroll	\$ 108,859	\$ -	\$ 525,420	\$ 658,021	\$ 4,343,150
Payroll taxes	8,749	-	90,714	49,029	462,197
Payroll benefits	22,159	-	225,014	150,110	1,326,274
Retirement	5,522	-	52,623	51,788	328,338
Advertising	211	-	1,152	-	5,886
Bank charges	-	-	-	-	-
Computer cost	1,105	-	122,863	22,641	248,778
Contractual	-	-	114,141	-	1,179,477
Depreciation	-	3,712	252,486	-	342,094
Development costs	-	-	-	-	-
Dues/registrations	-	-	464	10,840	15,639
Duplicating	397	-	1,166	5,682	36,168
Insurance	-	-	46,414	41,854	147,518
Interest	-	-	58,130	-	82,553
Management fees	-	-	-	-	-
Meeting & conference	-	-	14,828	44,138	86,540
Miscellaneous	-	-	190,021	27,889	247,088
Equipment purchases	-	-	19,296	-	37,390
Office expense	1,685	-	14,404	38,354	157,556
Postage	725	44	29,636	4,197	61,197
Professional	-	-	2,159	37,246	45,200
Staff development & training	600	-	24,410	20,930	114,977
Subscriptions	-	-	599	2,743	3,217
Telephone	3,786	-	65,879	11,527	175,886
Fax	133	-	239	245	4,584
Travel	8,955	-	34,064	5,298	172,863
Vehicle	-	-	35,044	20,559	113,654
Space costs	1,794	-	269,407	227,609	890,949
Direct client assistance	95,611	-	-	-	5,740,807
Other direct program costs	-	275	229,867	-	815,405
In-kind expenditures	-	-	-	-	478,625
TOTAL EXPENSES	\$ 260,291	\$ 4,031	\$ 2,420,440	\$ 1,430,700	\$ 17,664,010

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED MAY 31,

	2011	2010
OPERATING ACTIVITIES		
Change in net assets	\$ 415,547	\$ (147,838)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	339,519	342,094
(Gain) / loss on sale of fixed assets	(122,118)	-
(Gain) / loss on sale of investments	(342,500)	-
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable	138,013	(506,542)
(Increase) decrease in contracts receivable	29,787	9,043
(Increase) decrease in prepaid rent	(1,105)	-
(Increase) decrease in due from related limited partnerships	3,125	(86,338)
(Increase) decrease in escrow funds	11,864	(19,141)
(Increase) decrease in other assets	88,806	(88,568)
Increase (decrease) in accounts payable	(401,053)	332,389
Increase (decrease) in contracts payable	(260,121)	94,228
Increase (decrease) in accrued expenses	(4,647)	213,225
Increase (decrease) in security deposits	6	3,985
Increase (decrease) in deferred revenue	(35,738)	147,463
Increase (decrease) in line of credit	20	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(140,595)	294,000
INVESTING ACTIVITIES		
Purchase of fixed assets	(252,841)	(226,866)
Proceeds from sale of fixed assets	540,128	-
(Increase) decrease in notes receivable	177	3,065
Proceeds from sale of investments	142,000	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	429,464	(223,801)
FINANCING ACTIVITIES		
Proceeds from long-term debt	86,254	667,613
Payments on long-term debt	(221,584)	(809,735)
Payments on note payable	(117,000)	-
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(252,330)	(142,122)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	36,539	(71,923)
CASH AND CASH EQUIVALENTS - JUNE 1	86,057	157,980
CASH AND CASH EQUIVALENTS - MAY 31	\$ 122,596	\$ 86,057
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	\$ 297,899	\$ 82,553

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Southwestern Community Services, Inc. is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corp. and SCS Housing, Inc. The organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles and accordingly reflect all significant receivables, payables, and other liabilities. The financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., and SCS Housing, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements.

Fixed asset acquisitions

Fixed assets acquired by the Corporation are capitalized at cost and depreciated over their estimated useful lives on a straight-line or accelerated method. It is the policy of the Corporation to capitalize all fixed assets over \$5,000.

Deferred Revenue

The Corporation records grant and contract revenue as deferred revenue until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results could differ from those estimates.

None of the estimates used in preparing the financial statements are considered significant.

Cash equivalents

For the purpose of the statement of cash flows, the Corporation considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with customers having outstanding balances and current relationships with them.

The accounts receivable allowance for doubtful accounts is based upon an analysis of the aged accounts receivable listing.

The notes receivable allowance for doubtful accounts is based upon an analysis of the aged notes receivable listing.

In-kind Support

The Corporation records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Advertising

The Corporation uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 2 - CASH

Southwestern Community Services, Inc., maintains its cash balances in various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 for 2011 and 2010. The Corporation's uninsured cash balances totaled \$0 and \$0, respectively. It is the opinion of management that the solvency of the referenced financial institution is of no particular concern at this time. In addition, the agency utilizes sweep accounts and constantly monitors balances to minimize risks. Finally, direct federal funds such as Head Start are drawn down as needed, and are therefore not a substantial part of the cash balances at any one time.

NOTE 3 - ACCOUNTS RECEIVABLE AND CONTRACTS RECEIVABLE

Accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Allowance for doubtful accounts was estimated at \$0 and \$0, on May 31, 2011 and 2010.

NOTE 4 - NOTES RECEIVABLE

Notes receivable are stated at the amount that is expected to be collected at year-end.

The allowance for loan loss has been estimated at \$0 and \$0 as of May 31, 2011 and 2010, respectively.

NOTE 5 - INVESTMENTS

Investments are reported at their fair value at year end. Although the Corporation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at year end.

The fair value measurement establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy has three levels which are described below.

Level 1 Fair Value Measurements

The fair values of investments are based on the quoted price reported on the active market for identical assets.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 5 - INVESTMENTS (CONTINUED)

Level 2 Fair Value Measurements

The fair values of investments are based on the quoted price reported on the active market for similar assets, or they are based on the quoted price reported on a market that is not active for identical or similar assets.

Level 3 Fair Value Measurements

The fair value of certain investments is not actively traded and significant other observable inputs are not available. In this case, management decides what the best valuation technique to use is.

The investments of the Corporation consisted of the following as of May 31,:

			May 31, 2011		
Description	Cost	Fair Value	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Limited partnership	100,500	100,500	-	-	100,500
Total	\$ 100,500	\$ 100,500	\$ -	\$ -	\$ 100,500
			May 31, 2010		
Description	Cost	Fair Value	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Limited partnership	242,500	242,500	-	-	242,500
Total	\$ 242,500	\$ 242,500	\$ -	\$ -	\$ 242,500

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 5 - INVESTMENTS (CONTINUED)

The activities of the Corporation's investments account are summarized as follows:

	2011	2010
Fair Value - July 1	\$ 242,500	\$ 125,500
Investment income	-	-
Investment fees	-	-
Additions	-	117,000
Distributions	(484,500)	-
Realized gains (losses)	342,500	-
Unrealized gains (losses)	-	-
Fair Value - June 30	\$ 100,500	\$ 242,500

NOTE 6 - LINE OF CREDIT

An available \$250,000 revolving line of credit existed at years ending May 31, 2011 and 2010. Interest was charged at 4.00% and the outstanding balance at years end was \$249,953 and \$249,934, respectively.

NOTE 7 - LONG-TERM DEBT

Long-term debt consisted of the following as of May 31,:

	2011	2010
1.00% mortgage payable to NH Housing Finance Authority, secured by real estate, payable in monthly installments of \$891 including interest through 2032.	\$ 215,941	\$ 224,427
8.63% mortgage payable to bank, secured by real estate, payable in monthly installments of \$502 including interest through 2018.	-	26,302
Non-interest bearing mortgage payable to Community Development Finance Authority, secured by real estate, quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate.	32,147	32,147
8.00% mortgage payable to bank, secured by real estate, payable in monthly installments of \$682 including interest through 2008. Balloon type note.	-	72,255

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 7 - LONG-TERM DEBT (CONTINUED)

	<u>2011</u>	<u>2010</u>
Variable interest rate note payable to bank, secured by real estate, payable in monthly installments of \$959 including interest through March 2021.	\$ 95,467	\$ 103,439
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	250,000	250,000
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	408,300	408,300
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	550,000	550,000
8.00% note payable to bank, secured by equipment, payable in monthly installments of \$1,423 including interest through 2012.	1,536	17,695
8.00% note payable to bank, secured by equipment, payable in monthly installments of \$1,423 including interest through 2012.	1,536	17,695
9.40% note payable to bank, secured by vehicle, payable in monthly installments of \$366 including interest through 2012.	1,421	5,474
9.95% note payable to bank, secured by vehicle, payable in monthly installments of \$572 including interest through 2012.	2,370	8,995
10.70% note payable to bank, secured by vehicle, payable in monthly installments of \$393 including interest through 2012.	2,619	6,825
7.25% mortgage payable to bank, secured by real estate, payable in monthly installments of \$2,246 including interest through 2017.	249,998	259,275
10.00% note payable to bank, secured by vehicle, payable in monthly installments of \$407 including interest through 2013.	6,747	10,757
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$590 through 2013.	9,435	16,511
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$421 through 2013.	7,150	12,197

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 7 - LONG-TERM DEBT (CONTINUED)

	2011	2010
4.375% note payable to Rural Housing Service, secured by real estate, payable in monthly installments of \$11,050 including interest through 2049.	\$ 2,453,654	\$ 2,367,400
0.00% note payable to Cheshire County, secured by real estate, payment is not necessary unless the Corporation defaults on the contract.	460,000	460,000
4.00% note payable to Railroad Land Development, LLC, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2013.	63,000	63,000
4.00% note payable to Monadnock Economic Development Corporation, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2013.	45,000	45,000
14.65% note payable to GMAC, secured by personal property, payable in monthly installments of \$299 including interest through 2014.	7,682	9,760
5.2% note payable to bank, secured by real estate payable in \$2,769 monthly installments including interest through May of 2014. Beginning in May 2014 payments and interest will be adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston through May 2039.	485,332	492,746
Note payable to William A. Stowe, secured by real estate, payable in monthly installments of \$600. Of the \$600 payment, \$300 will be applied to interest and \$300 to principal until the balance is paid in full.	-	149,400
6.99% note payable to bank secured by vehicle, payable in monthly installments of \$560 through 2014.	20,403	25,467
5.95% note payable to a bank, secured by real estate, payable in monthly installments of \$934 including interest through 2031.	130,000	-
	\$ 5,499,738	\$ 5,635,067
Current portion	197,725	201,163
Long-term portion	5,302,013	5,433,904
	\$ 5,499,738	\$ 5,635,067

**SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010**

NOTE 7 - LONG-TERM DEBT (CONTINUED)

Principal maturities of long-term debt in each of the next five years, are as follows:

2012	\$	197,725
2013		71,321
2014		67,429
2015		68,402
2016		71,476

NOTE 8 - UNRESTRICTED NET ASSETS

None of the Corporation's net assets are subject to donor-imposed restrictions. Accordingly, all net assets are accounted for as unrestricted net assets in accordance with ASC 958-210-45.

NOTE 9 - OPERATING LEASES

The following is a summary of the outstanding operating leases payable:

The Corporation leases five automobiles under non-cancelable lease agreements. The terms of the leases are as follows:

<u>Monthly payments</u>	<u>Expiration Date</u>
\$ 656	December 2012
668	September 2013
447	May 2012
440	September 2011
589	August 2012

Future minimum monthly payments under the leases are as follows:

2012	\$ 30,078
2013	14,375
2014	2,004
2015	-
2016	-

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2011 AND 2010

NOTE 10 - LIMITED PARTNERSHIPS

SCS Housing, Inc. is the general partner in fifteen limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of partnership liabilities in the amount of \$24,107,219. Partnership real estate with a cost basis of approximately \$50,258,303 provides collateral on these loans.

NOTE 11 - PENSION PLAN

The Corporation has a defined contribution pension plan offering coverage to all of its employees. The pension expense for the years ended May 31, 2011 and 2010, was \$328,085 and \$328,338, respectively. The plan is a tax-sheltered annuity which is funded by a Corporation match of the employee's contributions.

NOTE 12 - INCOME TAXES

The Corporation qualifies as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Management believes there is no tax on unrelated business income, therefore no income tax provisions have been made in the accompanying financial statements.

NOTE 13 - CONCENTRATION OF RISK

A large percentage of the Corporations' revenues are from two contractors, the Federal Government and the State Government. It is always considered to be at least reasonably possible that any contractor could be lost in the near term, but management feels this risk is of no particular concern at this time.

NOTE 14 - MANAGEMENT REVIEW

Management has reviewed subsequent events as of June 20, 2012, the date the financial statements were available to be issued. At that time, there were no material subsequent events.

Southwestern Community Services, Inc. Board of Directors - Composition – 2013 –

CHESHIRE COUNTY

SULLIVAN COUNTY

**CONSTITUENT
SECTOR**

Elaine Amer, *Clerk/Treasurer*
Homeless Services Program
Representative – Cheshire Cty

David Hill
Homeless Services Program
Representative – Sullivan Cty

Penny Despres
New Hope New Horizons
Program Representative

Cathy Paradise
Director Family School Connections
Childcare Resource & Referral Program

Daisy Heath
Head Start Policy Council
Parent Representative to Board

VACANT
Affordable Housing Program
Program Representative

**PRIVATE
SECTOR**

VACANT

Mary Lou Huffling
Fall Mountain Emergency Food Shelf/
Alstead Friendly Meals

Scott Croteau, *Vice Chairperson*
Banking Finance Community

Lou Gendron
President, Congress of Claremont
Senior Citizens

Kevin Watterson, *Chairperson*
Vice President,
g. housen and co. inc.

Anne Beattie
ServiceLink Representative

**PUBLIC
SECTOR**

Leroy Austin
Town of Winchester
Building Inspector

David Edkins
Administrator,
Planning & Zoning
Town of Charlestown

Elizabeth Fox
Finance Director
City of Keene

Raymond Gagnon
NH House of Representatives

Peter (Sturdy) Thomas
Selectperson
Town of Dublin

Senator Robert Odell
Senate District 8

Southwestern Community Services, Inc. Board of Directors - 2013 -

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Vacant
*Constituent Sector/Sullivan Cty
Affordable Housing Rep*

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Daisy Heath
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Vacant
Private Sector/Sullivan County

Kevin Watterson/Chairperson
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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services Services

Agency Name: Southwestern Community Services, Inc.

Name of Bureau/Section: Next Steps

BUDGET PERIOD:	SFY 2013	ENTER DATES HERE	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
William A. Marcello, Chief Executive Officer	\$117,353	0.00%	\$0.00
John Manning, Chief Fiscal Officer	\$107,016	0.00%	\$0.00
Laurie Saunders-Jewett, Program Director	\$44,616	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

John A. Manning

Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

Experience

1990–Present Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

Education

1971–1975 University of Mass. Amherst, Ma.
▪ B.S. Business Administration in Accounting

Organizations

American Institute of Certified Public Accountants
NH Society of Certified Public Accountants

WILLIAM A. MARCELLO

Work Experience:

November 1977 – Present

Southwestern Community Services, Inc., Executive Director

Responsible for overall supervision, management, monitoring, and fiscal review of 35 Social Service Programs providing services to low-income, elderly, and disabled residents of Sullivan and Cheshire counties in New Hampshire.

Funding:

Federal, Private Grants, and State and Local Government funding from more than 50 sources, totaling over \$7,000,000 cash flow per yearly basis.

Affordable Housing Program:

Number of Housing Units: 180 Family and Elderly
Commercial Space: Four properties (150,000 sq. ft. of rental space)
Project Funding: Over \$21,000,000

Staff Size:

Senior Staff: 10 Managers
Agency Staff: 150

September 1974 – November 1977:

SCS, Inc., Deputy Director

Designed, implemented and directed:

- 1) ***Women's, Infants' and Children's (WIC) Program:***
Presently 12 staff, 2,600 participants and funded at:
Program Support - \$300,000 Food Vouchers - \$1,500,000
- 2) ***Food Stamp Distribution Program:***
7 Staff, 3,000 households, funded at:
Program Support - \$175,000 Food Stamps Issued - \$2,400,000

February 1969 – September 1974:

Involved in Education / Counseling Programs for the Agency:

1970 – 75 Head Start Director:
Three Centers, 140 Children ages 3-5
1971 – 1975 Director, Sullivan / Cheshire County Day Care Program
Three Centers, 68 Children ages 3-5

- 1973 – 1975 Education Coordinator – Head Start Program, Day Care Program
- 1974 Summer Director Neighborhood Youth Corps Program
350 Low-income youths, 10 Counselors
- 1973 Director Adult Continuing Education Program
- 1969 – 1970 Head Start Teacher – 5-year-olds Class
21 Low-income youths, 1 Teacher Aide
- 1969 Summer Neighborhood Youth Corps Program Counselor
90 Teenagers, Cheshire County

Education:

- 1970 – 1971 University of Massachusetts, Amherst
Masters Program – Early Childhood Education
15 Credits
- 1966 – 1969 Keene State College, Keene, NH
Bachelor of Education, 1969

Organizations:

Active participation in numerous civic and professional organizations, locally, statewide and throughout New England.

Laurie Saunders-Jewett

Qualifications

Successful fundraising and grant writing skills
Managing multiple Housing Units
Twenty years experience in leadership and administration
Strong written and oral communication ability
Strong work ethic and a self-driven passion for the cause

Professional Experience

Director of Homeless Services Program Development

December 2000 – present

Southwestern Community Services, Inc., Keene, NH

- Directed and maintained staff of 16 employees and volunteers while overseeing six housing shelters with 140+ beds within two counties. Assure quality of services provided for up to 500 Homeless individuals/families with shelter and/or voucher programs.
- Grant writing for programs such as LTTHP, SCLTTHP, EHS and S+C. Have been awarded more than \$2.1mil in Grants that are renewed via competitive proposals.
- Brick & Mortar Federal Grants for Construction/Acquisitions Monies. Awarded more than \$2.3mil in monies for Shelter, PHP and 2ND Chance Programs.
- Fund Raising Charitable Contributions. Worked with business and agencies (FEMA, PSNH, Monadnock United Way, Walmart, Sprinkler Funds and Private Donors) to receive in excess of \$130k in miscellaneous awards and private donations.
- Experienced with Grants that are renewed via competitive proposals, fundraising programs and compliance reporting (to include private/public foundations, local/state/federal government)
- Assure compliance with Federal, State, Local, legal and funding requirements. Participate in Community/Professional Networking events including conference trainings and public speaking.

Administrative Assistant/Assistant Office Manager

May 1995 – Jan 2001

Monadnock Area Psychotherapy & Spirituality Services, Keene, NH

- Manage office staff and maintenance employees. Coordinate and manage efficient procedures for successful office operations and client intake and assignment administration
- Monitor cash flow by managing accounts receivable and accounts payable.
- Establish and maintain successful billing and tracking system. Prepare and analyze monthly and yearly financial statements to include yearly budget preparation.

Office Manager

1988-1995

Khouw & Post Professional Association, Keene, NH

- Prepared and analyzed monthly and yearly financial statements. Monitored cash flow by managing accounts receivable and accounts payable.
- Trained and supervised clerical staff. Managed and monitored personnel policies and benefits.

Education

- **Bachelor of Science, Management**, Franklin Pierce College, Keene, NH
 - 3.68 G.P.A., Magna Cum Laude, Management Departmental Honors
- **Giving Monadnock Non-Profit Fundraising Institute**, Antioch College, Keene, NH
 - Certification on stimulating, promoting, and inspiring an increased level of philanthropy.
- **Leadership Development Training**, Tad Dwyer, Keene, NH

Other

- Experienced with both IBM PC's and Macintosh Computers with proficiencies in MS Word, Quickbooks, and Excel.
- Annual trainings in CPI, Blood borne Pathogens, Mental Health, Substance Abuse, Brain Injuries, Military Culture, Case Management, etc.
- Published article in college science textbook.

Vision Statement

Southwestern Community Services

SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein poverty is never accepted as a chronic or permanent condition of any person's life.

Mission Statement

Southwestern Community Services

SCS strives to **empower** low income people and families. With **dignity and respect**, **SCS** will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward **self-sufficiency**.

In **partnership** and close **collaboration** with local communities, **SCS** will provide **leadership** and **support** to develop resources, programs and services to further aid this population.

Summary Budget:

Instructions:

Admin (up to 5%): Enter the amount (\$) of requested administration funds. The request should match the amount identified on the HUD-approved FY2012 GIW. The grant will not fund greater than 5% of the request listed in the field "Sub-total Eligible Costs Request." If an ineligible amount is entered, the system will report an error and prevent application submission when the form is saved.

Cash Match: (required) Enter the total amount of funds (\$) that the applicant will use for the project provided by sources other than the CoC program grant.

In-Kind Match: (required) Enter the total dollar value of non-cash resources that the applicant will use for the project provided by sources other than the CoC program grant.

The appropriate amount of cash and in-kind match and administrative costs must be entered in the available fields below:

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1a. Leased Units			
1b. Leased Structures			
2. Housing Relocation and Stabilization			
3. Short-term/Medium-term Assistance			
4. Long-term Rental Assistance			
5. Supportive Services	32444.00	1 year	32444.00
6. Operating	50575.00	1 year	50575.00
7. HMIS			
8. Sub-total Costs Requested	83019.00	1 year	83019.00
9. Admin (up to 5%)	4214.00	1 year	4214.00
10. Total Assistance plus Admin Requested	87233.00	1 year	87233.00
11. Cash Match			
12. In-Kind Match	21808.00		21808.00
13. Total Match	21808.00		21808.00
14. Total Budget	109041.00		109041.00

Please remember to reduce your budget by 1.5% (lines 1 through 7).