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

Nicholas A. Toumpas  
Commissioner

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

Mary Ann Cooney  
Associate Commissioner

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October 4, 2013

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

100% General funds  
Retroactive

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into a **retroactive** Agreement with The Front Door Agency Inc., 7 Concord Street, Nashua NH 03064 (Vendor Code 156244-B001), to provide State Grant-In-Aid and Homeless Housing Access Fund services to homeless individuals, in an amount not to exceed \$221,794. This amount represents an award effective retroactive to July 1, 2013, upon Governor and Council approval, through June 30, 2015.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets 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.

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS FUND**

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7925	102-500731	Contracts for program services	\$8,325
2015	05-95-42-423010-7925	102-500731	Contracts for program services	<u>\$8,325</u>
			Total	\$16,650

**05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS**

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7928	102-500731	Contracts for program services	\$102,572
2015	05-95-42-423010-7928	102-500731	Contracts for program services	<u>\$102,572</u>
			Total	\$205,144

**EXPLANATION**

This request is **retroactive** because the Department efforts to consolidate contracts to reduce administrative burden for the contractors as well as reduce the number of submission to Governor and Council has resulted in certain delays in the Department completing the contract package.

### State Grant-In-Aid

The Vendor shall utilize State of New Hampshire Emergency Shelter Program Grant-In-Aid in combination with matching funds pursuant to these Agreements for Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits; and Operations Activities, including shelter operational costs such as rent, utilities, insurance and supplies; and Prevention/Intervention Services, such as payment of utilities arrearage with discounted notice, back rent with eviction notice, or mortgage arrearage with foreclosure notice. Such activities help negate instances where households are threatened by immediate homelessness.

The total bed nights provided by shelters in NH were:

SFY 2011 - 252,589  
SFY 2012 - 294,138  
Total - 546,727

In SFY 2012, each evening, state-funded emergency shelters provided a warm place to sleep for approximately 839 people who were without a home. Families comprised 31% of those served.

A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website. Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; performance measures and identified outcomes; coordination with community organizations and resources; involvement with Continuum of Care/Local Service Delivery Area; soundness of approach; cost proposal, budget and leveraging of resources; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifty (50) separate proposals that could be funded through State Grant-In-Aid, from 35 organizations, were evaluated and scored.

### Homeless Housing and Access Fund

The Vendor shall also utilize Homeless Housing and Access Funds to provide loans for the first month of rent and/or security deposit for homeless individuals and families. To be eligible, applicants shall have no permanent address and shall be residing temporarily in a shelter for the homeless, a hotel, a motel, the home of another household designed for occupancy by only one household, or entirely without shelter. Repayment terms of the loans are determined by the contracted agencies. The Homeless Housing and Access Fund continues to expand the capacity of the Housing Security Guarantee Program by providing one month's rent in addition to the security deposit. This program assists homeless individuals and families in securing affordable housing that they have previously not been able to secure due to lack of resources.

Similar to the State Grant-In-Aid Request for Proposal, this Request for Proposal was also issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

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Criteria for selection was the same as that for State Grant-In-Aid funding. As a result of this RFP, six proposals were received, evaluated and scored. All proposals met or exceeded the minimum score required for funding.

The Bureau assures contract compliance and provider performance through the following:

1) Annual compliance reviews are performed, including the collection of data relating to compliance with administrative rules and contractual agreements;

2) Statistical reports are submitted on a semi-annual basis from all funded providers, including various demographic information and income and expense reports including match dollars; and

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts. As of this date, the New Hampshire Coalition Against Domestic and Sexual Violence is the only provider prohibited by NH RSA 173-B and RSA 173-C from providing client specific data into the NH Homeless Management Information System. This provider will be required to provide all required reports through an alternate data system, on the same schedule as other providers.

Should Governor and Executive Council determine not to approve this Request, shelter and homeless prevention resources for people who are homeless may not be available in their community, and there will be an increase in demand statewide place upon local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the chances that people who are homeless will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Southern Hillsborough County. Referrals are received from Statewide.

Source of funds:

State Grant in Aid- 100% General Funds, \$205,144.00

Homeless Housing and Access Fund – 100% General Funds, \$16,650.00

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

<b>Homeless Housing Access Revolving Loan Fund Programs</b>	<b>Evaluation Score</b>
The Way Home	98.5
Front Door Agency	97
Tri-County Community Action Program, Inc	96
Southern New Hampshire Services	94
Southwestern Community Services	84.5
Belknap-Merrimack Community Action Program, Inc	81

As a result of this RFP, six proposals were received, evaluated and scored. All proposals met or exceeded the minimum score required for funding.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; performance measures and identified outcomes; staff experience and credentials; coordination with community organizations and resources; involvement with Continuum of Care/Local Service Delivery Area; soundness of approach; cost effectiveness and leveraging of resources; and compliance with rules and statutes.

A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

<b>Shelter Programs</b>	<b>Evaluation Score</b>	<b>HMIS Utilization</b>	<b>Total Score</b>
Laconia Area Community	98	9.8	107.8
Front Door Agency	95	10	105
Families in Transition - Concord	92.5	10	102.5
Helping Hands Outreach Ministries	92	8.6	100.6
Families in Transition - Family Place/Amherst	90.5	10	100.5
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Families in Transition - Lowell St	89.5	10	99.5
Families in Transition - Family Place/Spruce St	89.5	10	99.5
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Child and Family Services of New Hampshire	88	10	98
The Way Home	88.5	9.4	97.9
Families in Transition - Family Willows/Millyard II	88	9.2	97.2
Families in Transition - Manchester Emergency	86.5	10	96.5
Marguerite's Place, Inc	86.5	10	96.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
NH Coalition Against Domestic and Sexual Violence	83	8	91
Samaritans (Mary's Place)	81	9	90
Southwestern Community Services - Claremont	80.5	8.5	89
New Generations, Inc	79	9.6	88.6
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Headrest, Inc	79	4.7	83.7
Veteran Homestead, Inc	75.5	8	83.5
Tri-County Community Action Program, Inc (Tyler Blaine)	75.5	7.5	83

<b>Prevention Programs</b>	<b>Evaluation Score</b>
AIDS Response Seacoast	103
Southwestern Community Services	99
The Way Home	99
NH Legal Assistance	98.5
Harbor Homes, Inc	98
St. John Neumann Church Outreach	98
Front Door Agency	97
Merrimack Valley Assistance Program	96.5
Belknap-Merrimack Community Action Program, Inc - New Start	96

Strafford County Community Action Committee, Inc	95
Belknap-Merrimack Community Action Program, Inc - Prevention	93
NH 211 (United Ways of New Hampshire) - Hotel	92.5
NH 211 (United Ways of New Hampshire) - Hotline	92
Child and Family Services of New Hampshire	91
Southern New Hampshire Services	89
Southern New Hampshire Services (Rockingham Program)	89
Tri-County Community Action Program, Inc	71
Veteran Homestead, Inc	61

Due to the quantity of proposals received, the reviewers were organized into twelve (12) teams, which met and presented their final evaluations and scores. The review committee teams included the following individuals:

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections

- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services
- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

A funding distribution formula for State Grant-In-Aid was designed during March 2013, based on the most current projections of State Fiscal Years 2014 and 2015 funding available at that time. This total was approximately 4% more than the State Fiscal Years 2012 and 2013 total of State Grant-In-Aid funding. One prevention program, Veteran Homestead, Inc, received a score of 61, which was below the guideline score of 65; therefore, they were only awarded level funding for their program. One shelter program, Veteran Homestead, Inc, was not funded, especially when taking into consideration the placement of the proposal in the rankings of the shelter program scores, because the proposal was for a new shelter request and not a renewal shelter request.

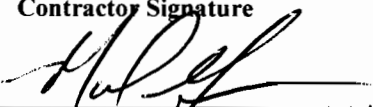
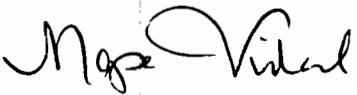
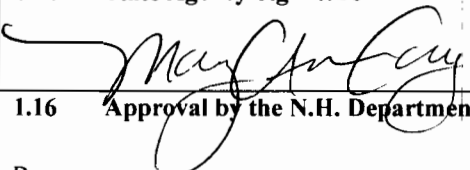
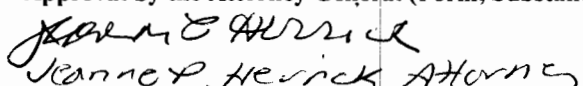
Subject: State Grant-In-Aid Funds Program and Homeless Housing and Access Revolving Loan Fund

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> The Front Door Agency, Inc.		<b>1.4 Contractor Address</b> 7 Concord Street Nashua, NH 03064	
<b>1.5 Contractor Phone Number</b> 603-816-0290	<b>1.6 Account Number</b> 05-95-42-423010-7925 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 221,794.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Mr. Michael Gunzales, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/15/13</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <b>MARYSE A. WIRBAL, Notary Public</b> My Commission Expires August 24, 2016			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Conway Associate Commission	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Attorney On: <u>3 OCT. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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, or all, of the following actions:

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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

*epc*  
9/15/13

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.



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of progress and achievements toward the following key program outcomes:
  - 1.4.1. Shelter Goals;
    - 1.4.1.1. 11 of 15 families (70%) of program participants will exit the program to permanent housing
    - 1.4.1.2. The average length of stay in this program will be reduced by 4-6%.
    - 1.4.1.3. 70% of program women show improvement in at least 1/3rd of the selfsufficiency matrix domains after one year in the program moving forward to achieve independence
  - 1.1.1. Prevention Goals;
    - 1.4.1.4. 70% of program women show improvement in at least 1/3rd of the selfsufficiency matrix domains after one year in the program moving forward
    - 1.4.1.5. At least 60% of households that receive this prevention assistance will not experience an episode of homelessness within 12 months to achieve independence
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services in accordance with the description(s) cited below:

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29, and 126-A:63 as well as He-M 314.
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:

  
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Exhibit A

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.
- Homeless Housing and Access Revolving Loan Fund, to provide loans for the first month of rent and/or security deposit for homeless individuals and families.

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*9/15/13*



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant In Aid Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

**NH General Funds:**

SFY14 not to exceed \$110,897.00  
SFY15 not to exceed \$110,897.00

Federal Funds: Not Applicable

**1. PROGRESS REPORTS:**

Semi-annual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

**2. PROJECT COSTS; PAYMENT OF PROJECT COSTS; REVIEW BY THE STATE**

- 2.1. 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 Services, as determined by the State to be eligible and allowable for payment.
- 2.2. 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 purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.
- 2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.
- 2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual 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 items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

No more than 10% of funds in each budget line can be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

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New Hampshire Department of Health and Human Services  
 State Grant In Aid and Homeless Outreach and Prevention Program  
 Exhibit B



State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	<b>\$102,359.00</b>	<b>\$102,359.0</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness		
<b>Essential Services</b>	<b>\$46,721.00</b>	<b>\$46,721.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits		
<b>Operations</b>	<b>\$56,064.00</b>	<b>\$56,064.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes		
<b>Homeless Housing and Access Revolving Loan Fund</b>	<b>\$16,650.00</b>	<b>N/A</b>
<b>TOTALS</b>	<b>\$221,794.00</b>	<b>\$205,144.00</b>
<b>TOTAL GIA+Match</b>	<b>\$426,938.00</b>	

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Exhibit C

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;
    - 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;

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Exhibit C

- 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 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.

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Exhibit C

- 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.
  - 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

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Exhibit C

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.
  - 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.

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Exhibit C

- 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 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
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

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Exhibit C

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20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.



Exhibit C-1

**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. 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.

4. 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, Bureau of Homeless and Housing Services, with funds provided in part or in whole by HUD."

**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: RD  
Date: 9/15/13

- (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.

The Front Door Agency Inc. From: 9/15/13 To: 6/30/15  
(Contractor Name) (Period Covered by this Certification)

Michael Gonzalez Board President  
(Name & Title of Authorized Contractor Representative)

[Signature] 9/15/13  
(Contractor Representative Signature) (Date)



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: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

  
(Contractor Representative Signature)

Michael Gonzalez Board President  
(Authorized Contractor Representative Name & Title)

The Front Door Agency Inc 9/15/13  
(Contractor Name) (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.

Contractor Initials: RP  
Date: 9/15/13

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).

Contractor Initials: RP

Date: 9/15/13

**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)

Michael Gonzalez, Board President

(Authorized Contractor Representative Name & Title)

The Front Door Agency Inc

(Contractor Name)

9/15/13

(Date)

Contractor Initials: RG

Date: 9/15/13

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.

  
(Contractor Representative Signature)

Michael Gonzales Board President  
(Authorized Contractor Representative Name & Title)

The Front Door Agency Inc.  
(Contractor Name)

9/15/13  
(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)

Michael Gonzalez Board President  
(Authorized Contractor Representative Name & Title)

The Grant Don Agency Inc.  
(Contractor Name)

9/15/13  
(Date)

## 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.

(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.

NH DHHS  
The State Agency Name

The Front Door Agency, Inc.  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Mary Ann Conway  
Name of Authorized Representative

Michael Gonzalez  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Board President  
Title of Authorized Representative

10/8/13  
Date

9/15/13  
Date

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.



(Contractor Representative Signature)

Michael Gonzalez Board President

(Authorized Contractor Representative Name & Title)

The Front Door Agency Inc.

(Contractor Name)

9/15/13

(Date)

Contractor initials: 

Date: 9/15/13

Page # 1 of Page # 1

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:

879861474

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Contractor initials: RC

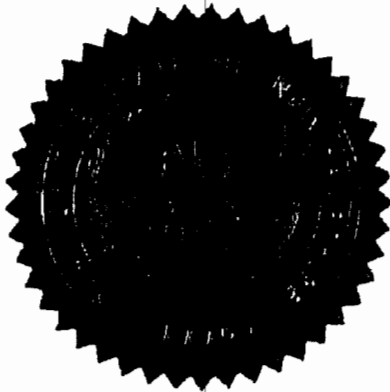
Date: 9/15/13

Page # 1 of Page # 1

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Front Door Agency, Inc. is a New Hampshire nonprofit corporation formed February 6, 1987. 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 5<sup>th</sup> day of June A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

(Corporation without Seal)

I, Suzanne Beaubien, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of The Front Door Agency Inc.  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 9/11/13:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, 9/15/13, for the provision of

Prevention, Operations & Essential services.

**RESOLVED:** That the Michael Gonzales  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15<sup>th</sup> day of September, 2013.  
(Date Contract Signed)

4. Michael Gonzales is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

[Signature]  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept., 2013.

By Suzanne Beaubien  
(Name of Clerk of the Corporation)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: **MARYSE A. WIRBAL, Notary Public**  
**My Commission Expires August 24, 2016**





**THE FRONT DOOR AGENCY, INC.**

**Financial Statements**

**For The Year Ended June 30, 2012**

Index To Financial Statements  
For The Year Ended June 30, 2012

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**Independent Auditors' Report**

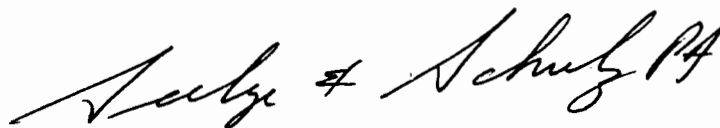
To The Board of Directors  
The Front Door Agency, Inc.  
Nashua, New Hampshire

We have audited the accompanying statement of financial position of The Front Door Agency, Inc. as of June 30, 2012, and the related statements of activities, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of The Front Door Agency, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

December 5, 2012



**THE FRONT DOOR AGENCY, INC.**

## STATEMENT OF FINANCIAL POSITION

June 30, 2012

<b>ASSETS</b>	
<u>CURRENT ASSETS</u>	
Operating cash and cash equivalents	\$ 189,655
Endowment cash	339
Endowment marketable securities	429,344
Promises to give	74,126
Endowment promises to give net of a \$5,000 allowance	10,155
HHARLF - client receivables (Note E)	44,224
HSGP - client receivable (Note F)	108,393
HSGP - state receivables	1,173
RLF - client receivables (Note G)	2,748
Other client receivables	3,011
Miscellaneous receivable	3,389
Prepaid expenses	1,332
	<u>867,889</u>
<u>PROPERTY &amp; EQUIPMENT</u>	
Land, building & improvements	1,897,658
Leasehold improvements	55,486
Equipment and furniture	60,699
	<u>2,013,843</u>
Less accumulated depreciation	<u>(529,037)</u>
	<u>1,484,806</u>
	<u>\$ 2,352,695</u>
<b>LIABILITIES AND NET ASSETS</b>	
<u>CURRENT LIABILITIES</u>	
Notes payable, current portion	\$ 5,778
Accounts payable	13,458
Security deposits	9,887
Deferred revenue	11,100
HHARLF vouchers outstanding	32,307
HSGP vouchers outstanding	152,056
	<u>224,586</u>
NOTES PAYABLE, net of current portion	<u>1,768,163</u>
<u>NET ASSETS</u>	
Unrestricted	4,126
Temporarily restricted	62,533
Permanently restricted	293,287
	<u>359,946</u>
	<u>\$ 2,352,695</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE FRONT DOOR AGENCY, INC.**

**STATEMENT OF ACTIVITIES**

For The Year Ended June 30, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>REVENUE AND SUPPORT</b>				
Grant income	\$ 186,058	\$ 47,849	\$ -	\$ 233,907
Fundraising events	254,021	-	-	254,021
Less: Cost of direct benefit to donor	(13,847)	-	-	(13,847)
Contributions	137,256	-	14,038	151,294
Losses related to endowment campaign	-	-	(6,700)	(6,700)
Investment income (Note L)	1,717	-	-	1,717
Rental income	79,739	-	-	79,739
Santa fund income	51,060	5,890	-	56,950
Mental health services	12,005	-	-	12,005
Miscellaneous income	7,175	-	-	7,175
Loss Evolution Sports	(22,222)	-	-	(22,222)
In kind donation	85,268	-	-	85,268
Cancellation of debt	39,300	-	-	39,300
Net assets released from restrictions:				
Satisfaction of time	<u>42,024</u>	<u>(42,024)</u>	<u>-</u>	<u>-</u>
Total Revenue and Support	<u>859,554</u>	<u>11,715</u>	<u>7,338</u>	<u>878,607</u>
<b>EXPENSES</b>				
Program services:				
Transitional Housing	477,031	-	-	477,031
Direct Services	248,661	-	-	248,661
Administration	90,952	-	-	90,952
Fundraising	<u>108,324</u>	<u>-</u>	<u>-</u>	<u>108,324</u>
Total Expenses	<u>924,968</u>	<u>-</u>	<u>-</u>	<u>924,968</u>
Increase (Decrease) in Net Assets	(65,414)	11,715	7,338	(46,361)
NET ASSETS, Beginning of Year	<u>69,540</u>	<u>50,818</u>	<u>285,949</u>	<u>406,307</u>
NET ASSETS, End of Year	<u>\$ 4,126</u>	<u>\$ 62,533</u>	<u>\$ 293,287</u>	<u>\$ 359,946</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2012

	<u>PROGRAM SERVICES</u>				<u>Total</u>
	<u>Transitional</u>	<u>Direct</u>	<u>Administration</u>	<u>Fundraising</u>	
	<u>Housing</u>	<u>Services</u>			
Salaries and wages	\$ 191,371	\$ 73,894	\$ 53,744	\$ 66,263	\$ 385,272
Payroll taxes	16,191	6,068	4,392	5,367	32,018
Employee benefits	17,201	3,509	4,152	5,895	30,757
Education, community involvement and travel	1,581	937	1,366	270	4,154
Bank charges	40	126	112	-	278
Rent and utility expense	39,939	6,160	4,480	3,080	53,659
Telephone and communication	5,890	2,400	1,028	1,200	10,518
Building maintenance	27,037	1,504	852	752	30,145
Insurance	16,594	2,038	2,977	1,950	23,559
Professional fees	3,217	1,390	859	1,067	6,533
Audit fees	-	-	7,688	-	7,688
Office expense	6,210	6,192	4,930	1,858	19,190
Public relations	1,256	2,512	3,371	2,341	9,480
Interest expense	5,704	-	-	-	5,704
In kind interest expense	85,268	-	-	-	85,268
Miscellaneous expense	637	97	51	51	836
Bad debts	2,287	11,570	-	-	13,857
Fundraising expense	-	-	-	18,230	18,230
Direct assistance:					
Holiday/Santa fund program	-	39,916	-	-	39,916
Rental assistance	355	47,272	-	-	47,627
Utility assistance	-	15,310	-	-	15,310
Medical and dental	1,699	24,283	-	-	25,982
Transportation	405	2,571	-	-	2,976
Child care	2,186	75	-	-	2,261
Resource materials	183	-	-	-	183
Financial literacy	-	294	-	-	294
Voucher work payments	60	-	-	-	60
Miscellaneous	2,014	345	-	-	2,359
Total Expenses Before Depreciation	427,325	248,463	90,002	108,324	874,114
Depreciation	49,706	198	950	-	50,854
Total Expenses	<u>\$ 477,031</u>	<u>\$ 248,661</u>	<u>\$ 90,952</u>	<u>\$ 108,324</u>	<u>\$ 924,968</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE FRONT DOOR AGENCY, INC.**STATEMENT OF CASH FLOWS  
For The Year Ended June 30, 2012

<b>Cash flow provided by (used in) operating activities</b>	
Decrease in net assets	\$ (46,361)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:	
Depreciation and amortization	50,854
Cancellation of debt	(39,300)
Unrealized gains on investments	(1,803)
Realized loss on investments	33,312
Change in assets and liabilities:	
Decrease in promises to give	2,198
Increase in HHARLF - client receivables	(17,801)
Decrease in HSGP - client receivable	28,532
Decrease in HSGP - state receivables	535
Increase in other client receivables	(721)
Increase in miscellaneous receivable	(1,955)
Decrease in prepaid expenses	1,035
Decrease in accounts payable	(1,741)
Decrease in security deposits	4,757
Increase in deferred income	2,767
Increase in HHARLF vouchers outstanding	11,090
Decrease in HSGP vouchers outstanding	(38,901)
Net cash used in operating activities	<u>(13,503)</u>
<b>Cash flow provided by (used in) investing activities</b>	
Proceeds from sale of investments	14,827
Purchase of investments	(10,870)
Increase in cash escrow	35,121
Purchase of fixed assets	<u>(504,820)</u>
Net cash used in investing activities	<u>(465,742)</u>
<b>Cash flow provided by (used in) financing activities</b>	
Proceeds from long-term debt	495,000
Principal payments of long-term debt	<u>(3,193)</u>
Net cash provided by financing activities	<u>491,807</u>
Net increase in cash and cash equivalents	12,562
Cash and cash equivalents, Beginning of Year	<u>177,432</u>
Cash and cash equivalents, End of Year	<u>\$ 189,994</u>
<b>SUPPLEMENTAL INFORMATION</b>	
Interest paid	<u>\$ 5,704</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.



**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

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**NOTE A. NATURE OF ORGANIZATION**

The Front Door Agency, Inc. was established to create, carry on and maintain a community service outreach program for residents of the City of Nashua, New Hampshire, and other localities by providing emergency assistance, transitional housing, counseling services, security deposits, holiday assistance and support.

**NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Accounting Method

Support, revenue and expenses are recorded on the accrual basis of accounting. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Non-cash Contributions

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**THE FRONT DOOR AGENCY, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Year Ended June 30, 2012

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NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily and permanently restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency or the passage of time, or are permanent in nature. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Agency considers all unrestricted, highly-liquid investments with an initial maturity of three months or less, to be cash equivalents.

Investment Securities

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Property and Depreciation

Property is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building and improvements	4-27
Equipment & furniture	3-7

Reserve Method

The Agency uses the reserve method to account for bad debts. The reserve is based on prior years' experience and management's analysis of specific promises to give. A reserve for bad debts of \$5,000 was required for the year ended June 30, 2012.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

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NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that could affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Agency is exempt from federal income taxes pursuant to the Internal Revenue Code Section 501(c)(3).

The Organization's income tax filings are subject to audit by various taxing authorities. The Organization's open audit periods are 2008 through 2011. The Organization believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

NOTE C. NET ASSETS

Unrestricted, temporarily restricted and permanently restricted net assets include the following at June 30, 2012:

Unrestricted Net Assets:

Board designated endowment funds	\$ 161,551
Unrestricted operating deficit	<u>(157,425)</u>
	<u>\$ 4,126</u>

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

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NOTE C. NET ASSETS (Continued)

Temporarily Restricted Net Assets:

Santa Fund	\$ 14,684
Program	<u>47,849</u>
	<u>\$ 62,533</u>

Permanently Restricted Net Assets:

Donor-restricted endowment funds	\$ 278,287
Restricted for facilities	<u>15,000</u>
	<u>\$ 293,287</u>

NOTE D. ENDOWMENTS

Endowment assets included the following at June 30, 2012:

Cash	\$ 339
Marketable securities	429,344
Promises to give, net of a \$5,000 reserve	<u>10,155</u>
Total	<u>\$ 439,838</u>

Marketable securities with a cost of \$436,982 and an unrealized loss of \$7,638 are presented above at market value.

The Agency's endowment investments include donor-restricted endowment funds and funds designated by the board of directors to function as endowments. Endowments provide funding to supplement essential program budgets, implement new programs, enhance existing programs, and to fund capital needs.

Net assets associated with endowment funds are classified as unrestricted, temporarily restricted or permanently restricted based on the existence or absence of donor-imposed restrictions as required by accounting principles generally accepted in the United States of America.

The fair value of donor-restricted endowment gifts is classified as permanently restricted in accordance with the Agency's interpretation of the Uniform Prudent Management of Institutional Funds Act enacted in New Hampshire on July 1, 2008.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

NOTE D. ENDOWMENTS (Continued)

Endowment net asset composition by type of fund consists of the following as of June 30, 2012:

Endowment Funds	Temporarily		Permanently	Total
	Unrestricted	Restricted	Restricted	
Donor-restricted	\$ -	\$ -	\$ 278,287	\$ 278,287
Board-designated	<u>161,551</u>	<u>-</u>	<u>-</u>	<u>161,551</u>
	<u>\$ 161,551</u>	<u>\$ -</u>	<u>\$ 278,287</u>	<u>\$ 439,838</u>

Changes in endowment net assets for the year ended June 30, 2012, were as follows:

	Temporarily		Permanently	Total
	Unrestricted	Restricted	Restricted	
Endowment net assets June 30, 2011	\$ 187,202	\$ -	\$ 270,949	\$ 458,151
Investment return:				
Interest & Dividends	10,635	-	-	10,635
Unrealized gains	1,804	-	-	1,804
Realized loss	(11,090)	-	-	(11,090)
Bad debt	-	-	(6,700)	(6,700)
Withdrawal	(27,000)	-	-	(27,000)
Fees	-	-	(1,062)	(1,062)
Endowment contributions	<u>-</u>	<u>-</u>	<u>15,100</u>	<u>15,100</u>
Endowment net assets June 30, 2012	<u>\$ 161,551</u>	<u>\$ -</u>	<u>\$ 278,287</u>	<u>\$ 439,838</u>

Return Objectives, Risk Parameters, Strategies and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities as listed above. The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities and cash.

The Agency's spending policy is to appropriate up to 7% of the average market value of the endowment fund annually from temporarily and unrestricted funds while maintaining the donor-imposed permanent restriction.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

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**NOTE E. HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF) – CLIENT RECEIVABLES**

The Homeless Housing and Access Revolving Loan Fund provides guarantees of rental security deposits and/or first month's rent to eligible persons. A voucher is issued to the landlord for the clients' security deposit and cash is advanced for the first month's rent. The client is responsible for making monthly payments toward the security deposit and/or first month's rent to the Agency. When the security deposit is paid in full, the Agency redeems the voucher for cash to the landlord. If the lease is terminated and the landlord redeems the voucher, the Agency purchases the voucher.

**NOTE F. HOUSING SECURITY GUARANTEE PROGRAM (HSGP) – CLIENT RECEIVABLE AND STATE RECEIVABLE**

The Agency and the State of New Hampshire are working together with the Housing Security Guarantee Program. Landlords are provided with vouchers instead of cash for security deposits. The client agrees to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency redeems the voucher to the landlord for cash. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client is billed to the State.

**NOTE G. REVOLVING LOAN FUND (RLF) - CLIENT RECEIVABLES**

The Agency obtained non-governmental grants to assist individuals with their mortgage payments. The amounts are to be repaid by the recipients of the program.

**NOTE H. INVESTMENT IN EVOLUTION SPORTS RIVALS, LLC**

Although Management will continue promoting its trademark, the investment has been written down to zero as Management has determined it has no fair market value.

**NOTE I. REVOLVING LINE OF CREDIT**

The Agency has a \$75,000 revolving line of credit with Triangle Credit Union that was unused as of June 30, 2012. Amounts borrowed on the credit line are payable on demand and carry an interest rate of 3.75%. The credit line is secured by a first security interest in all The Front Door Agency, Inc.'s assets, and expires April 18, 2016.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

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**NOTE J. LONG-TERM DEBT**

The Front Door Agency, Inc. is obligated on the following long-term debts at June 30, 2012:

Mortgage payable, New Hampshire Community Loan Fund, secured by land and building (C Street), monthly payment of \$318 including interest at 4%, due April 2023. \$ 22,998

Mortgage payable, Citizens Bank, secured by land and building (Vine Street), monthly payment of \$523 including interest at 6.5%, due October 2022. 70,070

Mortgage payable, City of Nashua, secured by land and building (C Street). Neither interest or principal is due as long as the Center owns the property and meets rental affordability criteria. 110,001

Mortgage payable, City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive the debt equally over 20 years, retroactively to March 2007. 91,700

Mortgage payable, City of Nashua, secured by land and building (Vine Street). Neither interest or principal is due as long as the Agency owns the property and meets rental affordability criteria. 432,000

Mortgage payable, City of Nashua, secured by land and building (Concord Street). Neither interest or principal is due as long as the Agency owns the property and meets affordability criteria. 203,500

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

NOTE J. LONG-TERM DEBT (Continued)

Mortgage payable, City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due and principal will be forgiven equally over a 20-year period beginning in December 2012.	348,672
Mortgage payable, Community Housing Capital, Inc., secured by land and building (Shattuck Street), monthly payment of \$886 including interest at 5%, due June 2027.	165,000
Mortgage payable, City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property, interest is not due and principal will be forgiven over a remaining 11 year period ending in October 2022.	<u>330,000</u>
	1,773,941
Current maturities	<u>5,778</u>
	<u>\$1,768,163</u>

Maturities of NH Community Loan, Citizens Bank, and Community Housing Capital, Inc. long-term debt are as follows for the years ending June 30:

2013	\$ 5,778
2014	6,082
2015	6,404
2016	6,742
2017	7,100
Thereafter	<u>225,962</u>
	<u>\$ 258,068</u>



**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

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**NOTE K. IN-KIND DONATION INTEREST**

Mortgage obligations to the City of Nashua, as detailed in Note J, have no required interest due unless the Agency does not meet certain rental affordability and ownership requirements. The Agency has recorded a donation from the City of Nashua of interest totaling \$85,268 that would have been due for the fiscal year ended June 30, 2012, on the mortgages at the estimated prevailing interest rates on the date the mortgages were received.

**NOTE L. INVESTMENT INCOME**

Investment income consists of the following:

Interest and dividend	\$ 11,004
Realized losses	(11,090)
Unrealized gains	<u>1,803</u>
	<u>\$ 1,717</u>

**NOTE M. PENSION PLAN**

The Front Door Agency, Inc. has a tax-sheltered annuity program that covers all employees meeting specific age and length of service requirements. Pension expense charged to operations for the year ended June 30, 2012, was \$7,125.

The Agency also has an additional 403(b) plan. The plan is funded by employee contributions through payroll deduction and is open to all employees of the Agency.

**NOTE N. OPERATING LEASE OBLIGATIONS**

Under the terms of an agreement expiring on December 31, 2014, the Agency leases office space located at 7 Concord Street, Nashua, New Hampshire. The monthly payment is \$1,400 for the year which can increase based upon an increase in the base year operating costs. The Agency also rents an apartment for \$325 per month as a tenant at will.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2012

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**NOTE O. CONTINGENCIES/PROGRAM RELATED**

The Agency receives funding from various state and federal programs. Under the terms of these programs, the Agency is required to use the funding within the period for purposes specified in the proposal. If expenditures of the program were found not to have been made in compliance with the proposal, the Agency might be required to repay the funds.

**NOTE P. CONTINGENCY/FACILITY RELATED**

In June of 2012, the Agency purchased a building to provide housing at below-market rent to low and moderate income households. In addition to first and second mortgages on the property (Note J) the building was acquired subject to a additional performance only mortgage.

No principal or interest payments are required on the performance mortgage as long as the Agency maintains ownership of the property and rents to tenants with income less than 60% of the Area Median Income.

For each month the Agency meets the ownership and use performance requirements, a non-performance mortgage liability reduces from \$269,360 at June 30, 2012 to zero in 2019.

Compliance is fully intended through 2019 and beyond and therefore this contingent liability is not recorded.

**NOTE Q. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2012, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

**NOTE R. SUBSEQUENT EVENTS**

Management has evaluated events through December 5, 2012, the date that the financial statements were available to be issued.

**THE FRONT DOOR AGENCY, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Year Ended June 30, 2012

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NOTE 5. FAIR VALUE MEASUREMENTS

The Fair Value Measurements and Disclosures in accordance with FASB ASC Topic 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The Agency assess the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the year ended June 30, 2012, there were no such transfers.

For the year ended June 30, 2012, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

*Investment Securities*

The fair value of publicly traded mutual funds is based upon market quotations of national security exchanges, and all are considered Level 1.



**The Front Door Agency, Inc.  
1987-2013**

**MISSION STATEMENT:**

To offer support and provide services to assist individuals and families transition from crisis to self-sufficiency.

**CORE VALUES:**

- Belief in dignity, respect and compassion for all people
- Belief through education, every person can grow and succeed.

*Dignity ▪ Respect ▪ Compassion ▪ Education ▪ Integrity*

**AUDACIOUS GOAL:**

To create a fully-funded comprehensive program that enhances the psychological, physical and financial well-being of disadvantaged individuals and families in the Greater Nashua area by offering services to all those who seek assistance.

BOARD OF DIRECTORS  
*Front Door Agency, Inc.*  
2013-14

PRESIDENT:

Mr. Michael Gonzales



PRESIDENT ELECT:

Mrs. Erin Almeda



VICE-PRESIDENT:

Mr. John Ziemba



SECRETARY:

Ms. Suzanne Beaubien



TREASURER:

Mrs. Jessica Ackerman



IMMEDIATE PAST PRESIDENT:

\*Mr. Thomas Boucher



CHIEF EXECUTIVE OFFICER:

Mrs. Maryse Wirbal



BOARD OF DIRECTORS:

Mr. Jed Anderson

[REDACTED]

Ms. Linda LaFleur

[REDACTED]

Mrs. Karen Carlisle

[REDACTED]

Mr. Chris Malloy

[REDACTED]

Mr. John Chase

[REDACTED]

\*Mr. Mike Martinez

[REDACTED]

Mr. Brad Croteau

[REDACTED]

Mr. David S. McGinley

[REDACTED]

Ms. Karin Duchesne

[REDACTED]

Mrs. Beth Needham

[REDACTED]

Mr. Kip Jackson

[REDACTED]

\*The Rev. Dr. Robert Odierna (Odie)

[REDACTED]

Atty. Nick Frasca

[REDACTED]

Mr. V. James Polus

[REDACTED]

Mr. Robert K. Kennedy

[REDACTED]

\*Mr. Robert Shaw

[REDACTED]

Ms. Melissa Stevens

[REDACTED]

\*Denotes Past Presidents

ADVISORY BOARD:

Mr. Michael Bernier

[REDACTED]

\*Mr. Richard Darling

[REDACTED]

\*Mrs. Lori Lambert

[REDACTED]

\*Mrs. Cynthia Woessner

[REDACTED]

Mrs. Lisa Law

[REDACTED]

\*Mr. Rich Lovering

[REDACTED]

\*Ms. Beth Raymond

[REDACTED]

\*Mr. Terrence Williams

[REDACTED]

LEGAL COUNSEL:

Atty. Andrew Bauer

[REDACTED]

# Maryse A. Wirbal

## PROFESSIONAL SUMMARY

Effective leader in a range of different capacities providing a blend of leadership experience with fiscal management, marketing, human resources, grant writing, fund raising, policy development and administrative tasks.

## WORK HISTORY

### *Chief Executive Officer*

**The Front Door Agency, (formerly known as Nashua Pastoral Care Center, Inc.),  
Nashua, NH**

**1998- Present**

*A not-for-profit, 501(c) tax-exempt organization assisting individuals and families in crisis transition to self-sufficiency.*

Provides oversight and overall management, planning, vision and leadership for all aspects of the agency including; programs and services, finance, resource development, human resources, communications, and board development. Duties include:

- Supporting, recruiting, and working with a Volunteer Board of Directors comprised of 24-27 business leaders throughout the community.
- Managing all office operations, including: human resources, purchasing, technology, and maintenance.
- Providing overall fiscal management and oversight to include: developing annual budget, reviewing monthly financial reports and cash flow, providing good stewardship of donor and grant support, maintaining capital assets, overseeing three major fund raising events, donor cultivation, writing grant proposals.
- Ensuring quality programs and services are available and meet the overall mission of the agency in a cost effective and efficient manner.
- Serving as the lead ambassador for the agency
- Creating and providing adherence to policies and procedures for the agency
- Leading the agency in the Strategic Planning Process held every four years
- Participating in community forums, collaborations, partnerships

**Major Accomplishments include:** Developing four transitional housing projects; increasing programs and budget by nearly 60%; conceiving, initiating and enhancing fund raising activities; increasing donor support; developing four agency strategic plans and accomplishing 90% of goals; creating a \$450,000 endowment fund; creating and maintaining community collaborations.

Recognized as The Next 20-Emerging Leaders in Nashua by the Telegraph

December 2012

### *Business Manager*

**1995-1998**

**Nashua Pastoral Care Center, Inc., Nashua, NH**

Responsible for the day-to-day administrative and fiscal responsibilities including; account payables, account receivables, payroll, and financial statement preparation, employee benefit programs, purchasing and fund raising.



**Accounting Associate**

Velcro USA, Inc., Manchester, NH

1994-1995

Duties included; managing payables for eight regions, oversight of fifty telephone accounts, monthly accruals, cash receipts, analysis of expenditures, reconciliation of bank statements, and processing payroll for 500+ employees nationwide.

**Teller Supervisor**

First NH Bank – Nashua Trust Division, Nashua, NH

1987-1992

Duties included: customer relations, balancing cash drawer and ATM daily, supervising tellers, managing weekly cash shipments, on-call support.

<b>EDUCATION</b>
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**Graduate**

Leadership New Hampshire, Concord, NH

June 2005

**Graduate**

Leadership Greater Nashua, Greater Nashua Chamber of Commerce

June 1998

**MBA Program**

SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, New Hampshire  
In process

**BS, Business Finance; Minor, Economics**

SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, New Hampshire  
(formally known as New Hampshire College)

May 1993

**Certificate, Basic Tax Preparation**

H &amp; R Block, Merrimack, NH

December 1996

<b>COMMUNITY INVOLVEMENT/INTERESTS</b>
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President-Elect, Rotary Club of Nashua

2013

*(a member of the Rotary Club of Nashua since 1998)*

Member, United Way of Greater Nashua Community Needs Assessment Committee

1999-Present

Executive Board Member, Greater Nashua Continuum of Care

1998-2011

Board Member, Hunt Community

2005-2013

Advisory Member, Nashua Area Health Center

2003-2012

Executive Board Member, Greater Nashua Chamber of Commerce

2004-2010

School Board Member, Infant Jesus School, Nashua

2005-2009

Board Member, Greater Nashua Dental Connection, Inc.

1998-2005

*(founding member, treasurer, and past president)*

Member, Nashua Mayor's Task Force on Affordable Housing

2003

Advisory Member, American Cancer Society

1998-1999

<b>REFERENCES FURNISHED UPON REQUEST</b>
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# REBECCA GAGNE

## SUMMARY

A Human Services Professional with over ten years experience working in a residential program for women and children. Experience includes: substance abuse; mental health; community outreach and empowering families to transition from crisis to self-sufficiency.

## PROFESSIONAL EXPERIENCE

### Director of Transitional Housing

April 2012-Present

#### **THE FRONT DOOR AGENCY, INC., Nashua, New Hampshire**

*A not-for-profit, 501(c) tax-exempt organization assisting individuals and families in crisis transition to self-sufficiency formally known as the Nashua Pastoral Care Center, Inc.*

Providing oversight for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Establishing outcome measurements and ensuring program objectives are met.
- Supervision of all direct service staff, residential aides, program administrative staff and maintenance personnel.
- Overseeing maintenance issues at all three owned properties.
- Providing oversight on all program policies and procedures.
- Participating in community activities.
- Representing the agency in the community.

### Case Manager

December 2001-April 2012

#### **THE NASHUA PASTORAL CARE CENTER, Nashua, New Hampshire**

Providing extensive case management for a residential Transitional Housing Program for women and children. Duties include:

- Assessing and monitoring young families headed by single mothers with independent life skills.
- Ensuring all residents maintain compliance with the educational and residential components of the program.
- Assessing and interviewing potential candidates.
- Creating and reviewing each program participant's contracts.
- Providing support, advocating and assisting in eliminating barriers to enhance resident's ability to succeed.
- Coordinating all services necessary for the resident to become a self-sufficient member of the community.
- Participating in community activities.

**Case Manager****May 2001-December 2001****GIRLS INC., Nashua, New Hampshire**

Duties included assisting ten young women ages 14-21 with daily living in a nonprofit residential living facility. Job required effective coordination and linkage of all academic and career related components, time management, positive role modeling, empathetic listening, developing and following individual treatment plans, connecting with people and resources, and follow up. Other duties involved organizing the volunteer program, coordinating educational sessions and activities.

**Pre-School Teacher****July 2000-May 2001****GIRLS INC., Nashua, New Hampshire**

Duties included: planning and implementing a monthly curriculum aiding children physically, socially, emotionally, and intellectually; providing age appropriate activities to encourage creative expression and appreciation of the arts; and creating a monthly parent newsletter.

<b>EDUCATION</b>
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**Certified GAIN I Administrator (Global Appraisal of Individual Needs)****August 2010**

The GAIN I Is a standardized bio-psyco-social assessment designed to help clinicians gather information for diagnosis, placement, and treatment planning.

**Graduate****39<sup>th</sup> ANNUAL NEW ENGLAND SCHOOL ON ADDICTION STUDIES, Rindge, NH****June 2008**

New Hampshire Training Institute on Addictive Disorders

**Graduate****37<sup>th</sup> ANNUAL NEW ENGLAND SCHOOL ON ADDICTION STUDIES, Storrs, CT****June 2006**

New Hampshire Training Institute on Addictive Disorders

**BA in Psychology****December 1999****KEENE STATE COLLEGE, Keene, New Hampshire**

Member, Delta Phi Epsilon (1997-1999)

**AS in Chemical Dependency****May 1999****KEENE STATE COLLEGE, Keene, New Hampshire**

<b>VOLUNTEER EXPERIENCE</b>
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Day of Caring Committee Member:

United Way of Greater Nashua

2011-Present

Big Sister:

Big Brothers and Big Sisters Organization of Nashua

2004-2012

Internship:

Alvirne High School, Hudson, NH Guidance Department

1999

<b>REFERENCES FURNISHED UPON REQUEST</b>
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# Maura McGowan

**OBJECTIVE** A challenging position in the Human Service field supporting and strengthening children and families.

**Summary of Experience**  
10 years experience in Community Outreach  
8 years experience working in the field of Child Abuse & Neglect Prevention  
7 years experience working in the field of Parent Support & Education  
7 years experience creating Marketing Materials  
3 years experience supporting & supervising interns and volunteers  
3 years experience working with Teens in Substance Abuse Prevention and Healthy Choices  
Creation of Community Awareness Events and Workshops for children, teens and adults  
Experienced Public Speaker, Skilled Workshop Facilitator, Excellent Communication Skills

**EXPERIENCE**  
**The Front Door Agency**  
***Transitional Housing Program Case Manager***  
March 2012 to Present  
Responsible to provide case management to single mothers in our Transitional Housing Program focusing on working to increase skills and confidence in the areas of; time management, budgeting, health and wellness, mental health, educational goals, employment, pride in home and financial stability. Provide information about outside supports to assist with educational goals, employment goals and parenting concerns. Coordinate volunteers for weekly child care support for clients attending our weekly groups.

**Prevention Makes Cents**  
***Program Coordinator***  
July 2009 to March 2012  
Co-created a non-profit agency to continue the work of the Child Assault Prevention (CAP) Project as well as Parenting Support and Education Programs for the Greater Nashua Area. Responsibilities include facilitating programs, training interns & volunteers, supervising interns & volunteers, outreaching to schools in new communities, coordination of all aspects of the CAP Project and facilitating various parenting support and education programs.

**Nashua School District, Nashua, NH**  
***Parent Educator/Liaison for Fairgrounds Elementary School's Family Resource Center***  
April 2009 to January 2010  
Increase Parent Involvement in school through education, outreach and advocacy. Responsibilities included co-facilitating weekly parent support group, coordination of outside services for ESOL & GED classes, liaison between the school and parents to facilitate increased volunteerism, training & supervision of parent volunteers, offering support to parents for issues both at school & at home, and serving on a number of teams focused on school improvement.

**New Hampshire Teen Institute, Nashua, NH**  
***Program Assistant***  
September 2008 to April 2009  
Worked closely with the Director of Outreach to engage & increase our volunteer staff and to critique and improve our programs and workshops geared toward the reduction of substance abuse. Responsibilities included delivering programs, coordinating events and fundraisers, preparing and creating marketing materials, creating new workshops, working on a team to create a comprehensive volunteer staff manual.

**The Youth Council, Nashua, NH**  
***CAP Facilitator, Child Assault Prevention (CAP) Project***  
January 2006 to May 2009 and September 2003 to May 2005  
Worked facilitating all aspects of the program including training volunteers & interns, facilitating teacher and parent workshops, leading classroom presentations, coordinating with schools, scheduling staff, creating

marketing materials to outreach to the community, and the gathering of statistics for reports and grant writing assistance.

***Parenting Facilitator, Active Parenting Program***

January 2004 to May 2009

Worked closely with the Director of the Program to outreach to the community to offer the Active Parenting Series which ranged from toddlers to teens. Responsibilities included coordinating and delivering the programs, preparing paperwork and records for sessions, working with parents to resolve an array of parent/child conflicts, creating marketing materials geared toward both parents and community partners, gathering statistics for reports and grant writing assistance.

***Court Diversion Program Support Specialist, Court Diversion Program***

February 2004 to September 2009

Assisted in the coordination of the program and facilitated a panel of community volunteers to hear cases. Responsibilities included scheduling cases, corresponding with families, preparing cases to be heard each month, interviewing and creating consequences for juveniles attending the program, following up monthly with juveniles in the program.

***Adult Day Service Program***

***Activities Coordinator***

March 2005 to December 2005

Ran the day to day schedule of activities for clients attending the program. Responsibilities included creating a monthly events calendar, daily activities that served the varying medical and cognitive needs of clients in the program through researching appropriate interventions, planning the monthly menu, coordinating the transportation needs of the clients with both a private transport company and Nashua Public Transit, working with the families and caretakers of the clients, interviewing clients along with the Program Coordinator and Nurse, planning special events for the clients and their families, coordinating the partnership with the pre-nursing students of Alvirne HS, and supervising the support staff.

***NHCTC, Nashua, NH***

***Community Partner Program Developer, Community Partner Grant***

May 2004 to March 2005

Created the Community Partner Program under a grant awarded to NHCTC. Responsibilities included identifying Community Partners and creating meaningful job positions for Federal Work Study Students, creating marketing materials and orientation packets which introduced the program to Community Partners as well as the eligible students, and preparing both the sites and the students for a successful work placement.

**EDUCATION**

***New Hampshire Community Technical College, Nashua, NH***

Associates of Science Degree in Human Services, May 2004

GPA 3.98

***Southern New Hampshire University, Manchester, NH***

Transfer with 15 credits additional completed toward a Bachelors in Psychology, March 2007-March 2008

***NH Child Assault Prevention Project, Nashua, NH***

CAP Elementary Facilitator, September 2003

CAP Preschool Facilitator, January 2005

***International Child Assault Prevention Project, Sewell, NJ***

Certified CAP Trainer, August 2007

***Straight Talk***

Certified Straight Talk Facilitator, September 2007

***Parenting Journey, The Family Center, Somerville, MA***

Certified Parenting Journey Facilitator, June 2009

***Active Parenting***

Certified Active Parenting Facilitator, August 2009

**HONORS AND  
ACTIVITIES**

President's List, 4 semesters

Executive Member, Phi Theta Kappa (international honor society)

## Glenny Liranzo

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Eight years experience working in public health nutrition; interviewing, assessing, implementing and providing general assistance to low-income families from diverse ethnic backgrounds and cultural preferences.

- Fluent in Spanish
  - Proficient with the use of electronic records
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### CAREER HIGHLIGHTS

Directly responsible for the 2009 breastfeeding promotion that resulted in a breastfeeding initiation rates of 68.8% in NH Women, Infants, and children (WIC) program.

Provided leadership to large Public Health program including: 2 clinic locations in a culturally diverse community.

Helped design State children exercise program to decrease childhood obesity in NH. Collaborated and planned a Multilanguage Community Health Conference with an outcome of over 180 attendees.

Prepared and presented health workshop for the Office of Minority Health Conference in 2010.

Translated wide range of State public health data and professional education materials to improved services and awareness and delivered in accordance to State policies.

### PROFESIONAL EXPERIENCE

March 2011 – Present The Front Door Agency, Inc. Nashua-Manchester, NH  
*Homeless and Housing Coordinator*

- Responsible for the day-day operation of the agency's direct service programs including; the housing security guarantee & homeless housing access revolving loan fund program, the prevention and intervention of homelessness services and the crisis advocacy & resources education program.
- Assess families and individuals and determine programs eligibility according to the HUD guidelines.
- Maintain ongoing communication with landlords to establish participants' housing safety and stability.
- Coordinate and facilitate a comprehensive Financial Literacy Program twice per year.
- Collaborated to the enhancement of The Financial Literacy Program new curriculum.
- Developed linkages and combine efforts with local and State Financial Resources Providers and other community programs for prevention of homelessness.
- Responsible for recruiting and monitoring participants for the Individual Development Account program.

- Perform property management for a two-unit affordable housing property and provide ongoing case management to the two families at a minimum of once per month.
- Maintain proper records documentation in client database.

#### PROFESIONAL EXPERIENCE

August 2003 – March 2011 Southern NH Services (WIC) Nashua-Manchester, NH  
*Nutrition and Community Health*

- Oversaw day-to-day operations in the breastfeeding counseling offices, including 2 main sites and surrounding Hillsborough towns.
- Assessed an average of 50 families' daily, provided recommendations and initiated referral to community services.
- Conducted WIC program enrollment and determined client eligibility according to the USDA guidelines.
- Developed linkages and collaborations with health care providers and community programs for outreach, referrals, and continuity of care.
- Planned, organized and coordinated annual breastfeeding and health related events to promote and support breastfeeding in the Nashua and Manchester communities.
- Coordinated culturally sensitive and appropriate interpretation and translation for Spanish speaking clients.
- Counseled families on defining a feeding method for their babies and offer support toward related goals and objectives.
- Independently designed new client tracking system to improve the initiation and duration of breastfeeding.
- Maintained accurate records of all contacts made with program participants.

August 2005 – September 2006 Southern NH Services (CDC) Nashua, NH  
*Family worker*

- Processed program application and determined client eligibility.
- Coordinated home visits, assessed needs and made referrals to other community programs to improve the quality of life of the families.
- Assessed an average of 10 children and developed behavioral plan to help the child have a positive and rewarding experience in the classroom.
- Reorganized tracking records that improved the weekly documentation for an average of 49 families.
- Performed office daily task, answered phones and scheduled appointments.
- Helped planned and organized fundraising activity to support program family summer events.

February 2004 – Present  
*Parent Aide,*

Southern NH Services

Nashua, NH

- Monitored and worked toward improved family relationships.
- Responsible for transporting child to visit destination.
- Arranged home and public visits, always centralizing on the welfare of the child.
- Assessed parent and child interactions with the goal of reuniting the family.
- Maintained records of all visits to be use at court hearings.

#### EDUCATION

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**BS, Human Services, Springfield College, Manchester, NH 2009**

**AA, Human Services, Hesser College, Nashua, NH 2004**

#### CERTIFICATIONS

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**Certified Lactation Counselor, Academy of Lactation Policy and Practice, Concord, NH, 2004**

#### AWARD

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**Recognition award, The New Hampshire Breastfeeding Task Force, May 17, 2010**

#### COMMUNITY INVOLVEMENT

Board Member: Greater Nashua Continuum of Care, Community Loan Fund, Financial Net-Work, United Way of Greater Nashua Asset Building Coalition.



STATE GRANT-IN-AID  
CONTRACT CHECKLIST  
FY14

Key Personnel Full Salary Amounts

<u>Employee</u>	<u>Position</u>	<u>Salary</u>	<u>% Paid by Grant</u>
Maryse Wirbal	Chief Executive Officer	\$ 80,000	0
Rebecca Gagne	Director of Transitional Housing	\$ 45,000	25%
Maura McGowan	Transitional Housing Case Manager (32 hours per week)	\$ 28,400	45%
Glenny Liranzo	Director of Homeless & Housing Services 30 hours per week	\$ 27,000	10%