

EV 13

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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

Mary Ann Cooney  
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9196 1-800-852-3345 Ext. 9196  
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 3, 2015

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

Retroactive

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into a **retroactive** agreement with New Horizons for New Hampshire, Inc. (Vendor # 175227-R001), 199 Manchester Street, Manchester NH 03103, for the State Grant-in-Aid Funds program, in an amount not to exceed \$406,172, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. This contract is funded with 100% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$203,086
2017	102-500731	Contracts for Program Services	\$203,086
			<b>\$406,172</b>

**See Fiscal Details attached**

**EXPLANATION**

This request is **retroactive** because there was a delay in receiving the executed contract from the vendor. The purpose of this request is for the provision of emergency shelter services and related services to homeless individuals.

This agreement is one (1) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$406,172 of the total \$6,569,941 being funded. Twenty-five (23) of the contracts were previously approved by the Governor and Executive Council approval on the August 26, 2015 and two (2) contracts are anticipated to be scheduled for Governor and Executive Council approval on the September 16, 2015 meeting.

The State Grant-in-Aid (SGIA) Funds program provides funding support for the following:

**Emergency Shelter** - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

**Transitional Shelter** - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

**Specialty Shelter** - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

**Intervention Services** – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

The Department of Health of Human Services received a total of thirty-eight (38) applications from twenty-eight (28) agencies for State Grant-in-Aid Funding Program in response to a Request for Applications that was posted to the Departments website from December 5, 2014 through February 13, 2015. After review of the applicants by a team of qualified personnel from the Bureau of Homeless and Housing, twenty-seven (27) agencies were chosen. Priority was given to vendors that provide Emergency, Specialty and Transitional Shelter services.

The attached agreements call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families 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 likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

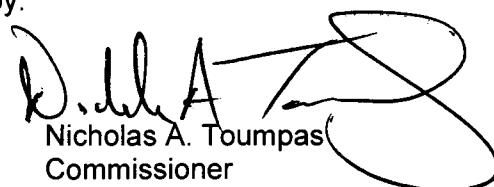
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

## State Grant-In-Aid (SGIA) Funds

### Fiscal Details

**05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS (100% General Funds)**

**Child and Family Services (Vendor# 177166 - B002)**

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$151,769
2017	102-500734	Contracts for Program Services	\$151,769
		Sub-total	\$303,538

**Community Action Partnership of Strafford County (Vendor #177200-B004)**

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$35,975
2017	102-500734	Contracts for Program Services	\$35,975
		Sub-total	\$71,950

**Community Action Program Belknap-Merrimack (Vendor #177203-B001)**

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$199,782
2017	102-500734	Contracts for Program Services	\$199,782
		Sub-total	\$399,564

**Concord Coalition to End Homelessness (Vendor # TBD)**

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$40,000
2017	102-500734	Contracts for Program Services	\$40,000
		Sub-total	\$80,000

## State Grant-In-Aid (SGIA) Funds

### Fiscal Details

#### Cross Roads House, Inc (Vendor# 166570 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$178,595
2017	102-500734	Contracts for Program Services	\$178,595
		Sub-total	\$357,190

#### Families in Transition (Vendor #157730-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$301,392
2017	102-500734	Contracts for Program Services	\$301,392
		Sub-total	\$602,784

#### Family Promise of Greater Nashua/ Anne Marie House (Vendor #159372 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$22,428
2017	102-500734	Contracts for Program Services	\$22,428
		Sub-total	\$44,856

#### Harbor Homes, Inc. (Vendor # 155358-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$39,050
2017	102-500734	Contracts for Program Services	\$39,050
		Sub-total	\$78,100

#### Headrest Inc. (Vendor# 175226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,879
2017	102-500734	Contracts for Program Services	\$50,879
		Sub-total	\$101,758

## State Grant-In-Aid (SGIA) Funds

### Fiscal Details

#### Helping Hands Outreach Center (Vendor# 174226 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$60,000
2017	102-500734	Contracts for Program Services	\$60,000
		Sub-total	\$120,000

#### Laconia Area Community Land Trust (Vendor# 156571 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$42,500
2017	102-500734	Contracts for Program Services	\$42,500
		Sub-total	\$85,000

#### Marguerite's Place, Inc. (Vendor# 157465-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$30,000
2017	102-500734	Contracts for Program Services	\$30,000
		Sub-total	\$60,000

#### Merrimack Valley Assistance Program (Vendor# 157934 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,850
2017	102-500734	Contracts for Program Services	\$50,850
		Sub-total	\$101,700

#### My Friend's Place (Vendor# 156274 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$95,912
2017	102-500734	Contracts for Program Services	\$95,912
		Sub-total	\$191,824

## State Grant-In-Aid (SGIA) Funds

### Fiscal Details

#### Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$115,599
2017	102-500734	Contracts for Program Services	\$115,599
		Sub-total	\$231,198

#### New Horizons for NH (Vendor# 175227 - R001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$203,086
2017	102-500734	Contracts for Program Services	\$203,086
		Sub-total	\$406,172

#### New Hampshire Coalition Against Domestic and Sexual Violence (Vendor# 155510 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$277,373
2017	102-500734	Contracts for Program Services	\$277,373
		Sub-total	\$554,746

#### New Hampshire Legal Assistance (Vendor# 154648 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$50,000
2017	102-500734	Contracts for Program Services	\$50,000
		Sub-total	\$100,000

#### Southern New Hampshire Services, Inc. (Vendor # 177198-B006)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$78,894
2017	102-500734	Contracts for Program Services	\$78,893
		Sub-total	\$157,787

## State Grant-In-Aid (SGIA) Funds

### Fiscal Details

#### Southwestern Community Services, Inc. (Vendor # 177511-P001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$313,902
2017	102-500734	Contracts for Program Services	\$313,902
		Sub-total	\$627,804

#### The Bridge House Shelter (Vendor # 165288-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$140,000
2017	102-500734	Contracts for Program Services	\$140,000
		Sub-total	\$280,000

#### The Friends Program, Inc. (Vendor# 154987 - B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$208,727
2017	102-500734	Contracts for Program Services	\$208,727
		Sub-total	\$417,454

#### The Front Door Agency, Inc. (Vendor # 156244-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$82,500
2017	102-500734	Contracts for Program Services	\$82,500
		Sub-total	\$165,000

#### The Salvation Army Carey House Homeless Shelter (Vendor # 177627-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$64,083
2017	102-500734	Contracts for Program Services	\$64,083
		Sub-total	\$128,166



## State Grant-In-Aid (SGIA) Funds

### Fiscal Details

#### The Salvation Army McKenna House (Vendor # 177627-B003)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$101,191
2017	102-500734	Contracts for Program Services	\$101,191
		Sub-total	\$202,382

#### The Way Home, Inc. (Vendor #166673-B001)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$187,330
2017	102-500734	Contracts for Program Services	\$187,330
		Sub-total	\$374,660

#### Tri-County Community Action Program, Inc. (Vendor #177195)

State Fiscal Year	Class/Object	Title	Amount
2016	102-500734	Contracts for Program Services	\$163,154
2017	102-500734	Contracts for Program Services	\$163,154
		Sub-total	\$326,308
		<b>Grand Total</b>	<b>\$6,569,941</b>

RFP Name	RFP Number		
	Pass/Fail	Maximum Points	Actual Points
1. <u>Bridge House ( C )</u>		205	180
2. <u>CAP Belnap-Merrimack, Inc. (I)</u>		205	137
3. <u>Child and Family Services (I)</u>		205	196
4. <u>Community Action Partnership of Strafford County (I)</u>		205	151
5. <u>Concord Coalition to end Homelessness (I)</u>		205	177
6. <u>Cross Roads House, Inc. ( C )</u>		205	198
7. <u>Families in Transition (Emergency Shelter)</u>		205	190
8. <u>Families in Transition (Transitional Shelter)</u>		205	191
9. <u>Families in Transition</u>		205	185
10. <u>Families in Transition</u>		205	188
11. <u>Family Promise of Greater Nashua at Anne Marie House</u>		205	90
12. <u>Friend's Emergency Housing Program</u>		205	162
13. <u>Harbor Homes, Inc.</u>		205	190
14. <u>The Front Door, Inc.</u>		205	109
15. <u>Helping Hand's Outreach and Ministries</u>		205	180
16. <u>Laconia Area Community Land Trust</u>		205	183
17. <u>Marguerite's Place, Inc.</u>		205	163
18. <u>Merrimack Valley Assistance Program</u>		205	110
19. <u>My Friend's Place</u>		205	157
20. <u>Nashua Soup Kitchen and Shelter, Inc.</u>		205	165
21. <u>New Horizons</u>		205	158
22. <u>NH Coalition Against Domestic and Sexual Violence</u>		205	174
23. <u>NH Legal Assistance</u>		205	175
24. <u>Southern NH Services, Inc.</u>		205	164
25. <u>Southwestern Community Services, Inc.</u>		205	181
26. <u>The Front Door Agency, Inc.</u>		205	177
27. <u>The Salvation Army Carey House Homeless Shelter</u>		205	139
28. <u>The Salvation Army Mckenna House</u>		205	168
29. <u>The Way Home</u>		205	171
30. <u>Tri-County Community Action Program, Inc.</u>		205	152
31. <u>Veteran's Inc.</u>		205	180
32. <u>The Way Home</u>		205	196
33. <u>Child and Family Services</u>		205	190
34. <u>Tri-County CAP - Prevention</u>		205	109
35. <u>Southwestern Comm Svcs</u>		205	182
36. <u>Headrest, Inc.</u>		205	76
37. <u>Bridge House ( C )</u>		205	180
38. <u>Cross Roads House, Inc. ( C )</u>		205	198

Reviewer Names	
1.	Program Planning and Review Specialist
2.	Melissa Hatfield, Program Specialist IV
3.	Julie Lane, Program Specialist III
4.	Business Administrator IV
5.	Program Planning and Review Specialist

BMCAP is being funded ahead of Veteran's Inc. for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP.

The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

If not funded, there would be no Homeless Intervention services available in Belknap and Merrimack counties, which is unacceptable.

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state.

Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

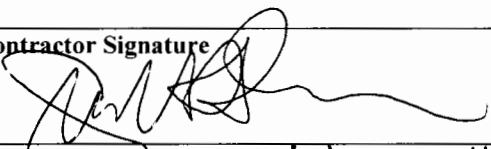
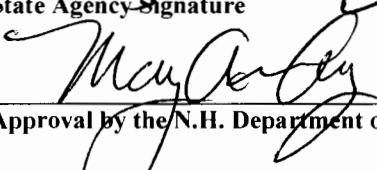
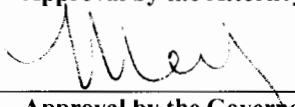
Subject: State Grant-In-Aid Funds Program

**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> New Horizons for New Hampshire, Inc.		<b>1.4 Contractor Address</b> 199 Manchester Street PO Box 691 Manchester NH 03105	
<b>1.5 Contractor Phone Number</b> 603-668-1877	<b>1.6 Account Number</b> 05-95-42-423010-7928-102-500731	<b>1.7 Completion Date</b> June 30, 2017	<b>1.8 Price Limitation</b> \$406,172
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Charles S. Shuman, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/3/15</u> before the undersigned officer, personally appeared the person identified in block 1.11, who satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this agreement 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> Stacey Ellen Somogyi, Notary Public + J.P.			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<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:  Megan A. Yoder, Attorney On: <u>10/1/15</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.

Contractor Initials:   
Date: 8/31/15

**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

Contractor Initials:   
Date: 8/31/15

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. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 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. Matching Requirement
  - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
    - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
    - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
    - 1.3.1.3. Loans such as mortgages or construction loans.
    - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. 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.
- 1.6. All programs under this contract 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>.
- 1.7. 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.

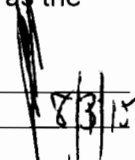
  
8/3/15



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28 , 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

**Emergency Shelter** - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

**Transitional Shelter** - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

**Specialty Shelter** - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

**Intervention Services** – Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.





Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

3.1. 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 compliance with the following key program outcomes:

3.1.1. For Intervention;

3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.

3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.

3.1.2. For Shelter;

3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.

3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.

3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.

3.3. The Contractor shall submit Other Reports as requested by the State.

3.4. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

4. CONTRACT ADMINISTRATION

4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.

4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.

4.3. The Contractor shall inform BHHS of any staffing changes.

4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.

4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

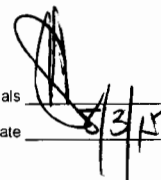




Exhibit B

**Method and Conditions Precedent to Payment**

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

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

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$203,086.00
SFY17	not to exceed \$203,086.00

July 1, 2015 – June 30, 2017: not to exceed \$406,172.00

Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Emergency Shelter Services	\$406,172.00
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Total program amount	\$406,172.00
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1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

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

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

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



**Exhibit B**

- 
- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

  
8/3/13



**SPECIAL PROVISIONS**

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;


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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

  
\_\_\_\_\_  
Date 8/31/15



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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*[Handwritten date: 8/3/15]*



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

  
Contractor Initials:                       
Date:



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

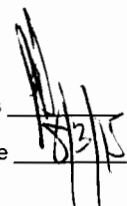
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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

  
Date 8/2/15



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

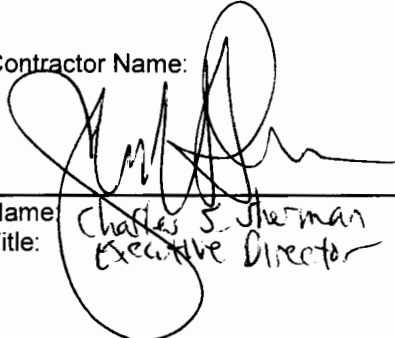


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Date 8/3/15

Contractor Name: \_\_\_\_\_  
  
Name: Charles S. Sherman  
Title: Executive Director

Contractor Initials \_\_\_\_\_  
Date 8/3/15



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

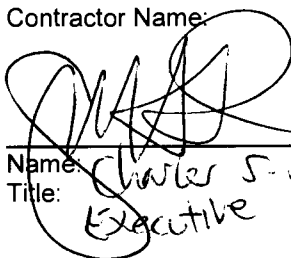
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

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

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

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

8/3/15  
Date

Contractor Name:  
  
Name: Charles S. Sherman  
Title: Executive Director

  
Date 8/3/15



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Date 8/3/15

Contractor Name: [Signature]  
Name: Charles J. Sherman  
Title: Executive Director

Contractor Initials [Signature]  
Date 8/3/15



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

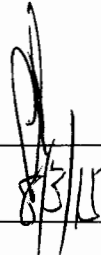
The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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

Contractor Initials

Date

  
8/3/14

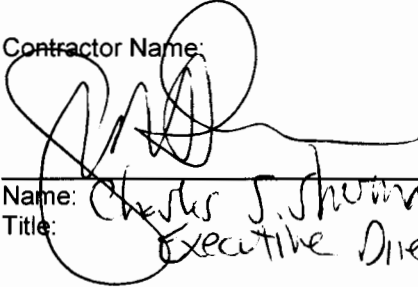



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for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

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

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

8/3/15  
Date

Contractor Name:  
  
Name: Charles J. Sherman  
Title: Executive Director

  
8/3/15





**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.

Date 8/3/15

Contractor Name: \_\_\_\_\_  
Name: Charles S. Johnson  
Title: Executive Director

Contractor Initials [Signature]  
Date 8/3/15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*[Handwritten Signature]*  
*[Handwritten Date: 3/15]*



Exhibit I

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

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

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

*[Handwritten Signature]*  
Date 8/3/15



Exhibit I

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

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

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business





Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*[Handwritten signature]*  
*[Handwritten initials]*  
*[Handwritten date: 3/15]*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHHS  
The State

[Signature]  
Signature of Authorized Representative

Mary Ann Cooney  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

9/15/15  
Date

New Horizons for New Hampshire  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Charles J. Sherman  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

August 3, 2015  
Date

[Signature]  
8/3/15



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

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

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


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


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

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

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

8/3/15  
Date

Contractor Name:  
  
Name: Charles S. Sherman  
Title: Executive Director

Contractor Initials   
Date 8/3/15





**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: 625076450
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 \_\_\_\_\_  
Date 8/2/15

# 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 NEW HORIZONS FOR NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed August 6, 1973. 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 10<sup>th</sup> day of August A.D. 2015

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Roy W. Tilsley Jr., do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of New Horizons for New Hampshire  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 20, 2014  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency 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 4<sup>th</sup> day of AUGUST, 2015.  
(Date Contract Signed)

4. Charlie Sherman is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 4<sup>th</sup> day of August, 2015

By Roy W. Tilsley, Jr.  
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_

**GISELLE LAFLEUR**  
NOTARY PUBLIC - STATE OF N.H.  
COMMISSION EXPIRES JUNE 10, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/27/2015

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Vaudreuil <b>PHONE (A/C No, Ext):</b> (603) 669-3218 <b>FAX (A/C No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vvaudreuil@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co INSURER B: AIG Specialty Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 18058

**COVERAGES** CERTIFICATE NUMBER: 15-16 GL;AU;WC;Umb REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1380238	8/15/2015	8/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1380238	8/15/2015	8/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB511456	8/15/2015	8/15/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	020736099 (3a.) NH All officers included	8/20/2015	8/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

### CERTIFICATE HOLDER

### CANCELLATION

caroline.m.trexler@dhhs.st  NH Dept of Health and Human Services Office of Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Mark Ferdinando/VV1 
--	--

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SOUP KITCHEN • FOOD PANTRY • HOMELESS SHELTER

## **New Horizons for New Hampshire Mission Statement**

To provide food and shelter to people in need and offer supportive services to achieve self sufficiency.

199 Manchester Street, PO Box 691 • Manchester, New Hampshire 03105-0691

Telephone: (603) 668-1877 • Fax: (603) 668-2578

[www.newhorizonsfornh.org](http://www.newhorizonsfornh.org) • [www.helpnewhorizons.org](http://www.helpnewhorizons.org)

*Helping those in need to become self sufficient!*

**NEW HORIZONS FOR NEW HAMPSHIRE, INC.**

**Financial Statements**

**For the Years Ended June 30, 2014 and 2013**

**(With Independent Auditors' Report Thereon)**

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**Additional Offices:**

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
New Horizons For New Hampshire, Inc.

We have audited the accompanying financial statements of New Horizons For New Hampshire, Inc. which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no



such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Horizons For New Hampshire, Inc. as of June 30, 2014 and 2013, and the changes in net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*Melanson Heath*

June 5, 2015

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Financial Position

June 30, 2014 and June 30, 2013

	<u>2014</u>	<u>2013</u>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 218,652	\$ 159,976
Restricted cash	47,922	-
Investments	1,550,346	1,314,151
Accounts receivable	1,000	-
Prepaid expenses	9,157	3,473
Total Current Assets	<u>1,827,077</u>	<u>1,477,600</u>
Cash surrender value of life insurance	25,914	25,405
Property and Equipment, net	<u>1,279,238</u>	<u>1,234,331</u>
Total Assets	<u>\$ 3,132,229</u>	<u>\$ 2,737,336</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Accounts payable	\$ 6,108	\$ 45,792
Accrued payroll and related liabilities	51,759	48,142
Current portion of notes payable	23,783	23,865
Total Current Liabilities	<u>81,650</u>	<u>117,799</u>
Long Term Liabilities:		
Notes payable, net of current	<u>191,609</u>	<u>215,364</u>
Total Liabilities	273,259	333,163
Net Assets:		
Unrestricted net assets	2,682,461	2,268,023
Temporarily restricted net assets	151,509	111,150
Permanently restricted net assets	<u>25,000</u>	<u>25,000</u>
Total Net Assets	<u>2,858,970</u>	<u>2,404,173</u>
Total Liabilities and Net Assets	<u>\$ 3,132,229</u>	<u>\$ 2,737,336</u>

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Activities

For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>Unrestricted Net Assets:</u>		
Public Support and Revenue:		
Public Support:		
Grants	\$ 334,587	\$ 291,738
Direct public contributions	1,647,858	1,355,086
Special events	486,866	399,531
Revenue:		
Interest and investment income	50,601	27,971
Realized and unrealized gain (loss)	186,514	165,395
Miscellaneous	11,014	2,002
Net assets released from restrictions	79,145	180,058
Total Public Support and Revenue	<u>2,796,585</u>	<u>2,421,781</u>
Expenses:		
Program Services:		
Shelter	439,198	422,271
Soup kitchen and food pantry	1,371,857	1,358,999
Other services	244,951	302,234
Supportive Services:		
Management and general	134,800	117,680
Fund raising	191,341	153,999
Total Expenses	<u>2,382,147</u>	<u>2,355,183</u>
Change in Unrestricted Net Assets	414,438	66,598
<u>Temporarily Restricted Net Assets:</u>		
Contributions	119,504	96,345
Net assets released from restrictions	<u>(79,145)</u>	<u>(180,058)</u>
Change in Temporarily Restricted Net Assets	<u>40,359</u>	<u>(83,713)</u>
Change in net assets	454,797	(17,115)
Net Assets, Beginning of Year	<u>2,404,173</u>	<u>2,421,288</u>
Net Assets, End of Year	<u>\$ 2,858,970</u>	<u>\$ 2,404,173</u>

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2014

	Program Services			Supportive Services	
	Shelter	Soup Kitchen and Food Pantry	Other Services	Management and General	Fund Raising
Advertising	\$ -	\$ -	\$ -	\$ 643	\$ -
Auto expense	-	6,410	828	-	-
Building repairs and maintenance	3,302	5,205	1,367	205	68
Dues, fees, and meetings	-	-	-	2,180	234
Employee benefits	26,038	14,214	17,475	12,639	2,770
Equipment repairs and maintenance	5,026	3,540	865	1,644	37
Food and supplies	-	1,104,300	-	-	-
Fund raising expense	-	-	-	-	66,981
Grant expense	-	-	2,150	-	10,000
Insurance - general	2,761	5,827	3,067	929	153
Insurance - workers' compensation	8,290	3,132	4,541	2,188	2,361
Legal and accounting	-	-	-	7,775	-
Miscellaneous	1,983	1,220	46	8,369	6,800
Office expense	2,319	729	1,331	9,036	984
Payroll taxes	14,573	30,765	16,192	2,429	810
Postage	-	-	-	125	5,725
Printing	-	-	-	-	7,153
Salaries and wages	302,960	114,444	165,958	79,952	86,287
Supplies	17,907	16,306	929	60	10
Telephone and internet	1,523	2,499	1,479	2,246	65
Utilities	17,686	26,409	13,900	2,085	695
Total Expenses Before Depreciation	404,368	1,335,000	230,128	132,505	191,133
Depreciation	34,830	36,857	14,823	2,295	208
Total Functional Expenses	\$ 439,198	\$ 1,371,857	\$ 244,951	\$ 134,800	\$ 191,341
					\$ 2,382,147

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2013

	Program Services			Supportive Services		2013
	Shelter	Soup Kitchen and Food Pantry	Other Services	Management and General	Fund Raising	
Advertising	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 200
Auto expense	-	5,304	3,018	-	-	8,322
Building repairs and maintenance	4,076	5,603	1,559	934	78	12,250
Dues, fees, and meetings	-	-	150	2,124	-	2,274
Employee benefits	26,319	11,343	20,888	7,146	6,692	72,388
Equipment repairs and maintenance	1,930	4,026	138	322	7	6,423
Food and supplies	-	1,094,349	-	-	-	1,094,349
Fund raising expense	-	-	-	-	29,548	29,548
Grant expense	-	-	8,870	-	14,800	23,670
Insurance - general	3,280	6,924	3,644	3,446	182	17,476
Insurance - workers' compensation	7,106	3,141	5,104	1,210	2,022	18,583
Legal and accounting	-	-	-	16,966	-	16,966
Miscellaneous	7,916	16,711	8,795	11,138	440	45,000
Office expense	2,077	766	1,743	7,101	1,346	13,033
Payroll taxes	22,675	9,913	15,654	11,456	5,882	65,580
Postage	-	-	-	183	3,760	3,943
Printing	-	-	-	-	10,302	10,302
Professional services	-	-	-	1,922	-	1,922
Salaries and wages	279,181	133,530	202,880	47,501	78,058	741,150
Supplies	11,364	6,855	1,440	34	6	19,699
Telephone and internet	1,514	1,948	1,759	1,934	84	7,239
Utilities	23,518	22,207	11,688	1,754	584	59,751
Total Expenses Before Depreciation	390,956	1,322,620	287,330	115,371	153,791	2,270,068
Depreciation	31,315	36,379	14,904	2,309	208	85,115
Total Functional Expenses	\$ 422,271	\$ 1,358,999	\$ 302,234	\$ 117,680	\$ 153,999	\$ 2,355,183

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Cash Flows

For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 454,797	\$ (17,115)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	89,013	85,115
Unrealized/realized (gain) loss	(186,514)	(165,395)
Loss on disposal of fixed asset	-	35,182
(Increase) Decrease In:		
Restricted cash	(47,922)	-
Accounts receivable	(1,000)	18,657
Prepaid expenses	(5,684)	5,086
Increase (Decrease) In:		
Accounts payable	(39,684)	6,806
Accrued payroll and related liabilities	<u>3,617</u>	<u>6,720</u>
Net Cash Provided (Used) By Operating Activities	266,623	(24,944)
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(50,161)	(26,720)
Sale of investments	-	100,000
Purchase of fixed assets	<u>(133,921)</u>	<u>(31,485)</u>
Net Cash Provided (Used) By Investing Activities	(184,082)	41,795
<u>Cash Flows From Financing Activities:</u>		
Repayments of note	<u>(23,865)</u>	<u>(23,646)</u>
Net Cash Used By Financing Activities	<u>(23,865)</u>	<u>(23,646)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	58,676	(6,795)
Cash and Cash Equivalents, Beginning of Year	<u>159,976</u>	<u>166,771</u>
Cash and Cash Equivalents, End of Year	<u>\$ 218,652</u>	<u>\$ 159,976</u>

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

## New Horizons For New Hampshire, Inc.

### Notes to Financial Statements

#### 1. Organization:

New Horizons For New Hampshire, Inc. (the Organization) is a nonprofit organization that provides emergency shelter, soup kitchen, food pantry, case management, and referral services to individuals in the southern New Hampshire area.

#### 2. Summary of Significant Accounting Policies:

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

##### A. Financial Statement Presentation

The Organization follows *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to report 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.

##### B. Contributions

The Organization follows the guidance under *Accounting for Contributions Received and Contributions Made* as required by the FASB ASC. Under these guidelines, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

##### C. Recognition of Donor Restricted Contributions

Contributions that are restricted by the donor are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

##### D. Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues and expenses are reported when earned or incurred without regard to the date of receipt or payment of cash.

E. Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, cash equivalents consist of all highly liquid investments with original maturities of three months or less, except for investments purchased with funds set aside for long term purposes which are classified as investments.

F. Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statements of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statements of Activities.

G. Property and Equipment and Depreciation

Property and equipment is stated at cost or, if donated at fair market value, at the date of receipt. The Organization provides for depreciation on the straight-line method over a 30-year life for buildings and improvements and over a 5 to 10 year life for equipment, vehicles, and furniture and fixtures. Maintenance and repairs are charged to expense as incurred.

H. Donated Goods and Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statements of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, 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. As of June 30, 2014 and 2013, donated services were valued at \$32,553 and \$21,144, respectively.

The Organization receives a substantial amount of donated goods from the general public. These goods are recorded on the Organization's financial statements at their estimated fair market value at the time of donation. As of June 30, 2014 and 2013, donated food and goods were valued at \$1,008,889 and \$973,636, respectively.



I. Tax Status

The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after filing.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the years ended June 30, 2014 and 2013, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

J. Use of Estimates

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

K. 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.

3. Concentration of Risk - Cash and Cash Equivalents:

The Organization periodically maintains deposits with financial institutions in excess of insured amounts. The Organization has not experienced any losses in these accounts and management believes the risk associated with these holdings is not significant.

**4. Restricted Cash**

Restricted cash represents the amount of cash related to temporarily restricted net assets for the purchase of long-term assets.

**5. Investments:**

Investments at fair value consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Mutual funds	\$ 1,525,397	\$ 1,292,825
Money market funds	3,921	3,718
Stocks	<u>21,028</u>	<u>17,608</u>
Total investments	<u>\$ 1,550,346</u>	<u>\$ 1,314,151</u>

**6. Property and Equipment:**

The following is a summary of property and equipment as of June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Land	\$ 421,730	\$ 421,730
Construction in progress	-	24,720
Buildings and improvements	2,045,238	1,896,464
Furniture, fixtures, and equipment	220,510	210,643
Vehicles	<u>63,044</u>	<u>63,044</u>
Subtotal	2,750,522	2,616,601
Less: accumulated depreciation	<u>(1,471,284)</u>	<u>(1,382,270)</u>
Total	<u>\$ 1,279,238</u>	<u>\$ 1,234,331</u>

**7. Notes Payable:**

The Organization received a \$75,000 non- interest bearing Community Improvement Program note from the City of Manchester for major improvements to the shelter in fiscal year 2005. The note stipulates that \$56,250 will be forgiven after the earlier of ten years from the date of issuance or October 1, 2014 as long as the Organization demonstrates that service objectives are met and principal payments of \$1,875 are paid annually by October 1<sup>st</sup> over the 10-year term. Any unpaid principal balance due after the earlier of 10 years or October 1, 2014 will be due and payable. The balance of this note was \$58,055 and \$60,000 at June 30, 2014 and 2013, respectively.

During fiscal year 2010, the Organization received a \$60,000 non-interest bearing Community Improvement Program note from the City of Manchester for capital improvements at the shelter. Principal payments of \$6,000 are due annually by October 1<sup>st</sup> over a 10-year term. Any principal amount remaining unpaid after the earlier of 10 years from acceptable completion of construction or October 1, 2019 will be due and payable. The balance of this note was \$36,000 and \$42,000 at June 30, 2014 and 2013, respectively.

During fiscal year 2011, the Organization received a \$170,000 note from the New Hampshire Community Development Finance Authority for capital improvements at the shelter. This note has 0.0% interest for the first 18 months and then 2.0% interest for the remaining life of the note. This note is secured by a second mortgage on the 199 Manchester Street property. The balance of this note was \$121,337 and \$137,229 at June 30, 2014 and 2013, respectively.

The following is a summary of future payments on the previously mentioned long-term debt at June 30, 2014:

<u>Year</u>	
2015	\$ 23,783
2016	22,642
2017	22,977
2018	23,320
2019	23,670
Thereafter	<u>42,750</u>
Subtotal	159,142
Amounts to be forgiven	<u>56,250</u>
Total	<u>\$ 215,392</u>

**8. Net Assets Released from Restrictions:**

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the other events specified by donors during the year.

**9. Temporarily Restricted Assets:**

Temporarily restricted net assets are available for the following purposes at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Alcohol and drug assistance	\$ 900	\$ -
Alumni program	2,357	2,957
Angie's shelter	939	13
Bed bug grant	-	4,928
CD players	156	-
Culinary arts	2,692	-
Diapers and wipes	600	-
Food	53,417	73,009
Food cart	155	-
Food pantry renovations	45,000	-
Greenhouse supplies	250	-
Kitchen vent	5,000	5,000
Moving on	3,070	3,070
School supplies	620	620
Shelter beds	2,922	2,922
Shelter/kitchen pantry expenses	-	15,941
Shelter overflow	2,500	2,500
Shelter security	5,000	-
Shelter staffing	25,000	-
Software grant	636	-
TV room makeover	52	-
Veterans	243	190
Total	<u>\$ 151,509</u>	<u>\$ 111,150</u>

**10. Permanently Restricted Assets:**

Permanently restricted net assets represent a restricted donation from a private organization. Only the income generated from the principal can be used, and if at any time in the future the Soup Kitchen ceases operations, the principal must be returned to the donor.

**11. Fair Values Measurement:**

FASB ASC 820, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. FASB ASC 820 applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under FASB ASC 820, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an

orderly transaction between market participants as of the measurement date. FASB ASC 820 clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under FASB ASC 820, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	2014				
	Carrying Value	Fair Value	Level One	Level Two	Level Three
Investments	\$ 1,550,346	\$ 1,550,346	\$ 1,550,346	\$ -	\$ -
Cash surrender value of life insurance	25,914	25,914	-	25,914	-
Total assets	<u>\$ 1,576,260</u>	<u>\$ 1,576,260</u>	<u>\$ 1,550,346</u>	<u>\$ 25,914</u>	<u>\$ -</u>
Notes payable	\$ 215,392	\$ 215,392	\$ -	\$ -	\$ 215,392
Total liabilities	<u>\$ 215,392</u>	<u>\$ 215,392</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 215,392</u>
	2013				
	Carrying Value	Fair Value	Level One	Level Two	Level Three
Investments	\$ 1,314,151	\$ 1,314,151	\$ 1,314,151	\$ -	\$ -
Cash surrender value of life insurance	25,405	25,405	-	25,405	-
Total assets	<u>\$ 1,339,556</u>	<u>\$ 1,339,556</u>	<u>\$ 1,314,151</u>	<u>\$ 25,405</u>	<u>\$ -</u>
Notes payable	\$ 239,229	\$ 239,229	\$ -	\$ -	\$ 239,229
Total liabilities	<u>\$ 239,229</u>	<u>\$ 239,229</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 239,229</u>

	Fair Value Measurements Using Significant Unobservable Inputs Level 3	
	<u>Notes Payable</u>	
	<u>2014</u>	<u>2013</u>
Beginning Balance, July 1	\$ 239,229	\$ 262,875
Advances	-	-
Reductions	(23,837)	(23,646)
Transfers in to Level 3	-	-
Ending Balance, June 30	<u>\$ 215,392</u>	<u>\$ 239,229</u>

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

**12. Related Party Transactions:**

During fiscal years 2014 and 2013, the Organization entered into transactions with two Board members' businesses. These transactions were reviewed and approved by the Board and performed in accordance with conflict of interest guidelines established by the New Hampshire Attorney General's Office.

**13. Subsequent Events**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2014 through June 5, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

New Horizons for New Hampshire  
2015 Board of Directors

Meetings minimum 4x/year

David H. Cassidy, Jr. (Vice President)	Eastern Bank	Senior Vice President 1 Atwood Lane	Bedford
George Copadis	State of NH	Commissioner of New Hampshire Employment Security 32 South Main Street	Concord
Jim Flanagan	Manchester Police Department	Police Captain 351 Chestnut Street	Manchester
Floyd W. Hayes	Aranco Oil Company	Owner 557 North Street	Concord
Brian Mikol (President)	Spectrum Marketing	Co-Owner 95 Eddy Road	Manchester
Jack Olson	Texas Instruments	VP/General Manager DC Solutions Bus. Unit 50 Philippe Cote Street	Manchester
Sandra S. Pappajohn (Secretary)	Berry Dunn	Manager 1000 Elm Street	Manchester
Bryan Riddell	Coca-Cola Northern New England	VP/Chief Financial Officer One Executive Park Drive	Bedford
Frank Saglio (Treasurer)	Howe Riley & Howe, PLLC	CPA 660 Chestnut Street	Bedford
Pam Noury	FIRST Robotics	Retired Business Owner [REDACTED]	Manchester
Kristi Scarpone	Milly's Tavern	Corporate and Foundation Relations, 200 Bedford St #101	Manchester
Peter Telge	Bernstein Shur	Owner 500 N. Commercial Street	Manchester
Roy W. Tilsley, Jr.	Merchants Automotive Group	Attorney 670 North Commercial Street	Manchester
Glen Villano		CEO 1278 Hooksett Road	Manchester

(all 603 area code)

**Charles S. Sherman**  
[REDACTED]  
[REDACTED]  
[REDACTED]

***SKILLS PROFILE***

- 14 years of experience in the banking/business industry
- Management expertise
- Two decades of volunteering with area non-profit community
- Founded and built a successful travel agency
- 18-years of experience in New Hampshire's media
- Personal connections to state and local political leaders

***EMPLOYMENT HISTORY***

**Bank Vice President/Treasurer** 1972-1981  
Commonwealth Bank, Boston, MA

- Managed day to day operations of two bank branches
- Led new business development
- Restructured bank's business plan to recapture losses resulting from bank acquisition
- Guided bank branches from losses to period of profitability
- Served at every level of bank operations from teller to VP, total understanding of business plan

**Bank Vice President** 1982-1986  
Indian Head Bank & Trust Company, Rochester, NH

- Recruited to lead bank branches
- Managed 20 employees in day to day operations
- Restructured business plan to turn bank's quarterly losses into period of profitability
- Loans grew from \$6 million to \$16 million, Deposits grew from \$8 million to \$28 Million

**President** 1986-1992  
Uniglobe Kendall Travel, Rochester, NH

- Built agency from zero clients to \$4.5 million dollar annual book of business
- 80% Corporate / 20% Tourism clientele



**Sports Director**

1992-2004

WMUR-TV, Manchester, NH

- Award-winning Sports Anchor/Reporter
- Commonly used as the "Goodwill Ambassador" of WMUR, hosting and leading dozens of non-profit projects for the station

**Morning Show Host**

2004-2011

WGIR Radio, Manchester, NH

- Daily morning news/talk format broadcast on four stations
- Award-winning program with focus on community events and activities

**Executive Director**

New Horizons for New Hampshire, Inc.  
Manchester, New Hampshire

2011-Present

Responsible for the daily operations and staff of:

- Soup Kitchen
- Food Pantry
- Shelter
- Angie's Women's Shelter

*EDUCATION*

**Northeastern University**  
Business Administration

1980

*COMMUNITY ACTIVITIES*

New Horizons, NH Food Bank, NII Catholic Charities, Special Olympics NH, Muscular Dystrophy Association, Director and Past President, Greater Rochester Chamber of Commerce; Director, Rochester Rotary Club; Director and Past President of United Way of Strafford County; Director, Strafford County Heart Council; City of Rochester Economic Development Commission, Downtown Rochester Revitalization Task Force, Rochester Housing Authority, Brookline, MA Chamber of Commerce, Brookline Kiwanis

# Michelle Casale

## EXPERIENCE

- 10/12 – present** **NEW HORIZONS FOR NEW HAMPSHIRE**, Manchester, NH, Development Director  
Responsible for development, fundraising and public relations activities in order to support the fundraising and communication goals of the agency.
- 6/09 – 10/12** **NEW HORIZONS FOR NEW HAMPSHIRE**, Manchester, NH Donor Relations Manager
- 5/06 – present** **THE EDUCATIONAL FARM AT JOPPA HILL**, Bedford NH, *Board Member (volunteer position)*  
Responsible for marketing and public relations strategy and execution for this active non-profit organization. Promoted programs include summer camp, fairs, workshops and afterschool program.
- 9/06 – 7/07** **TOWN OF BEDFORD, NH**, *Chairperson, Bedford Playground Committee (volunteer position)*  
Responsible for fundraising, public relations, design and budget for new Town of Bedford playground. Responsible for grant writing; received \$27,000 in grants and \$20,000 in-kind donations. Project budget \$125,000. Responsible for managing committee of ten members.
- 8/02 – 11/02** **WMUR-TV/ABC**, Manchester, NH *Sales Marketing Manager (three-month temporary position)*  
Managed television promotions and website advertising.
- 3/94 – 11/01** **MCDONALD'S CORPORATION**, Westwood, MA *Assistant Marketing Manager, Boston Region*  
*McDonald's Boston Region is comprised of MA, CT, ME, NH, RI; 550 restaurants; combined marketing budgets of approximately \$30 million.*
- Led the process of developing marketing plans to build sales, customer counts, and market share for Boston Region franchisee Co-ops.
  - Managed advertising and public relations agencies to develop marketing plans to target the general, African-American and Hispanic markets. Managed agencies to develop, execute and evaluate marketing programs for communication channels: TV, radio, print, outdoor and in-store.
  - Defined scope of work, negotiated compensation, and contracts for advertising and public relations agencies. Initiated and analyzed annual performance reviews for agencies.
  - Led national and regional searches for advertising and public relations agencies.
  - Identified need for dedicated Hispanic advertising agency; hired agency resulting in +2% point annual sales gain for Hispanic based store versus non-Hispanic based stores.
  - Developed and maintained strategic business alliances (Arnold Advertising, Coca-Cola, Disney, Patriots, Bruins, Celtics, Canobie Lake Park, Museum of Science).
  - Analyzed sales and transactions results, P&L, promotion performance, competition, qualitative/quantitative research, pricing strategies and payouts.
  - Assessed new products, determine relevance to the Boston Region and oversaw execution of selected product introductions. (i.e.: Bagels, Lobster Roll, Big Xtra!).
  - Ensured local marketing campaigns maintain integrity of the national brand.
  - Supervised two marketing assistants.
- 3/92 – 3/94** **GREENBERG SERONICK O'LEARY ADVERTISING**, Boston, MA *Account Executive*
- Accounts: Ground Round and Ninety-Nine Restaurants, EyeWorld, Fayva Shoe.

## EDUCATION

St. Lawrence University, Bachelor of Arts: English, 1989

## COMMUNITY INVOLVEMENT

Bedford, NH Parks & Recreation Commission, Member, March 2005-present,  
Vice Chair April 2008-2012, Chairman 2012-present  
The Educational Farm at Joppa Hill, Board Member, May 2006-present

## Genevieve Gheorghiu

[REDACTED]  
[REDACTED]  
[REDACTED]

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### **Work Experience**

#### **Finance Manager**, New Horizons for New Hampshire, Inc., Manchester, NH

February 2015 to Present, April 2010 – October 2012

- Responsible for the maintenance, reporting and reconciliation of company-wide accounting records, including bank accounts, payroll preparation and payables
- Prepare monthly reporting for the Board of Directors
- Collaborate with and prepare schedules for auditors for year end audit
- Maintaining human resource related schedules and employee records

#### **Salesperson/Realtor®**,

July 2012 – Present – Berkshire Hathaway HomeServices Verani Realty,

Bedford, NH

June 2009 – 2011 - Van Geyte Fine Properties, Londonderry, NH

- Developing relationships with agents, clients, home inspectors, and mortgage originators to assist buyers in the purchase of homes
- Meet with new clients to get listings and market homes for sellers
- Act as agent or facilitator in the negotiations between buyers and sellers

#### **CPA/Staff Accountant**, Robert Dawkins, CPA, Bow, NH

January 2009 – April 2009

- Prepared federal and state tax returns for individuals for the tax season.

#### **Controller/CPA** Northeast Broadcasting Company, Inc., Bedford, NH

July 2008 – December 2008

- Overall review and preparation of financial statements for multiple companies for internal and year end reporting
- Provided monthly, quarterly and annual compliance information to various banks
- Implemented new controls and procedures within the company
- Oversaw 401(k) 5500 reporting

#### **CPA/Staff Accountant**, Howe, Riley & Howe, PLLC, Manchester, NH

January 2002 – May 2008

- Performed full spectrum of accounting functions including audit testing for financial accounts, tests of controls, compliance testing, preparing GAAP financial statements as well as financial statements on other comprehensive basis of accounting, researching proper GAAP financial statement presentation
- Worked in teams to perform audits, reviews and compilations for many business types, including manufacturing, fast food franchises, wholesale distributors, construction contractors, and not-for-profit entities in the healthcare industry as well as employee benefit plans
- Prepared income tax returns for individuals, C and S corporations and partnerships
- Prepared Forms 990 for not-for-profit corporations
- Prepared Forms 5500 for various employee benefit plans

### **Education, Certifications, & Affiliations**

B.S. in Accountancy – Southern New Hampshire University

Certified Public Accountant – State of New Hampshire (2006 to June 2009)

NH State licensed Realtor®

### **Computer Skills**

Proficient in Microsoft Excel, Word, PowerPoint, and Outlook, QuickBooks, Peachtree (SAGE)

Prosystem fx Tax preparation software, Ultratx tax preparation & fixed asset software

**Kevin J Kintner**

[REDACTED]  
[REDACTED]  
[REDACTED] (603) [REDACTED]

**Employment:**

**April 2008 – Present: Program Director New Horizons for NH** Supervised the supportive services by overseeing the 14 case management and overnight shelter staff for both NHHH and Angies (a separate women's facility). Also, NHHH liaison with collaborative organizations and sit on statewide and local oversight committees and boards.

**October 2010 - May 20, 2011: Interim Executive Director New Horizons for NH**  
**199 Manchester St, Manchester, NH 668-1877** NHHH provides food and shelter to people in need and offers supportive services to achieve self sufficiency. I oversaw all facets of NHHH including 30 personnel, fiscal and check writing responsibilities, physical plant, and programmatic operations.

**August 2004 – January 2007: Director of Operations**  
**Good News Community Kitchen 7649 N. Paulina, Chicago, IL (773) 262 2297**  
GNCK is a non-profit serving anyone in need a hot, nutritious meal 365 days/year. I recruited, trained and supervised a staff of 7 and 10-15 volunteers daily, ordered supplies and equipment within budget and liaised with partnering organizations. Daily focused on maintaining a safe environment within the Kitchen at all times while 100 to 200 patrons were on the premises.

**October 2002 – August 2004: Senior Milieu Manager**  
**Inspiration Corporation 4554 N. Broadway, Chicago, IL (773) 878-0981**  
IC is a non-profit organization working with homeless men and women and those at risk of becoming homeless, to end homelessness with dignity and respect. Duties included observant and proactive interaction with clients; supervising volunteers; monitoring house rules during mealtimes and drop-in hours; working with case managers to help clients meet their goals.

**Apr. 1998 – Sep. 2002: Executive Director**  
**Illinois Peace Action (IPA) 226 S. Wabash, Chicago, IL (312) 566-9780**  
IPA is a non-profit grassroots lobbying organization with over 2000 individual members. Working on issues of peace and US foreign policy, I was responsible for all aspects of the organization: fiscal responsibility; issue campaigning and direct lobbying of elected officials; fundraising and membership interaction; organizing public events and coordinating volunteers.

**1984 – April 1998: Environmental Activist**  
**Oct. 1985 – Aug. 1997: Greenpeace (Nationwide Canada & USA)** **Aug. 1997 – Apr. 1998: Citizens for a Better Environment (Chicago, IL), Earthroots (Toronto, ON)**  
Duties included oversight management of as many as 18 offices with 350 employees; fundraising; budgetary oversight; grassroots lobbying; establishing new offices throughout America; designing, coordinating and leading public demonstrations and actions.

**Education:**

**1982:** Earned Bachelor of Fine Arts in painting from Buffalo State College, Buffalo, NY.

**1984:** Finished Master of Fine Arts at the University of Massachusetts, Amherst, MA.

New Horizons for New Hampshire, Inc.  
Emergency Shelter Grant Proposal

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Pamela A. Nordle  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Objective:** A position commensurate with experience that encourages professional Growth.

**Experience:** New Horizons Manchester, NH  
Case Manager September 2000 to Present

Responsible for assessing resident needs, and assisting in obtaining services required, including ; housing, medical, mental health care, treatment for substance abuse issues, and completing applications for disability benefits. Also accountable for providing the trainings needed to overcome some employment barriers, including interview / basic computer skills, and eventual job placement.

Easter Seals Manchester, NH  
Statewide Relief December 1999 to August 2000

Provided relief services to adults with developmental disabilities in vocational and community settings. This position required flexibility, and the ability to work both independently and as a team member. Decision making, as well as verbal and written communication were an important part of this job.

Moore Center Services Manchester, NH  
Program Manager / Direct Services May 1983 to June 1999

Worked in a variety of capacities, from direct care services to supervisory duties for both residential and day program. Responsible for ADL's, skills training and monitoring, safety and documentation.

**Education:** Trinity High School Manchester, NH  
Diploma 1977  
List of trainings available on request, including MOAB, SOLVE, CPR and First Aid. Authorized to train in Intro to Computers, Interview Skills, and Behavior Management.

**References:** Personal and professional references available on request.

Ronald Charland

603-~~XXXXXXXX~~

**Work History**

New Horizons for NH	Case Manager	9/12 – present
New Horizons for NH	Intake Manager (grant funded)	11/10 – 5/11
Self-Employed	Painter	4/07 – 9/12
New Horizons for NH	Moving On Program	2006 – present
Angies Shelter	Education Group Surviving Compulsive Behaviors	2006 – present
Serenity Place Manchester, NH	Substance Abuse Counselor	5/05 – 4/07
I.D.I.P.	Instructor, State of NH D.W.I. Reinstatement Drivers License Program	5/05 – 5/06
New Horizons for NH Manchester, NH	Program Director	3/04 – 5/05
Jump Start Manchester, NH	Painter	3/03 – 3/04
Keystone Hall Nashua, NH	Senior Residential Counselor	4/02 – 1/03
Tirrell House Manchester, NH	Substance Abuse Counselor	2000 – 2002
Manchester Fire Dept.	Firefighter E.M.T	1974 – 2001

**SUMMARY**

Supervisory, case management, residential management and job development experience. Focus on individualized goals, rehabilitation, benefits and housing. Facilitate support groups and didactic presentations to build coping skills and tools for substance abuse relapse prevention.

**AREAS OF EXPERTISE**

- Evidence Based Practice, vocational development, referral
- Addiction studies to promote self-help, motivational groups developing skills for recovery
- Develop a genuine rapport to assist clients and meet their goals towards independence
- Staff meetings, employee evaluations, scheduling, continuum of care
- Case management, evaluate needs for specific services

**EXPERIENCE**

Angie's (New Horizons for NH)

**House Manager/Case Manager**

12/2013-Present

- Facilitate interviews for hire, evaluations, staff scheduling and staff meetings.
- Intake and referral, goal setting for integrated services to support program requirements
- Provide services to homeless populations and individuals with Co-Occurring diagnosis.

Mental Health Center of Greater Manchester

03/2011-12/2013

**Individual Placement Specialist**

- Evidence Based Supported Employment, Motivational Interviewing, Behavioral Analysis, Benefits and education support

Easter Seals Farnum Center, NH

**Residential Instructor**

9/2009-03/2011

- Perform duties supporting substance abuse treatment goals, facilitating groups and activities. Medication support, documentation, facility orientation and crisis intervention.

Angie's (New Horizons for NH)

**House Manager/Case Manager**

5/2008-9/2009

- Facilitate interviews for hire, evaluations, staff scheduling and staff meetings.
- Intake and referral, goal setting for integrated services to support program requirements
- Provide services to homeless populations and individuals with Co-Occurring diagnosis.

Keystone Hall, Nashua, NH

**Milieu Manager**

3/2007 -5/2008

- Complete intake, screenings, crisis intervention, facility monitoring and leading educational groups.
- Guidance to individuals seeking, support, treatment and referral services for alcohol and drug dependency and abuse.

Easter Seals NH, Manchester, NH

10/2001-3/2007

**Job Placement Specialist**

- Assess each clients work history, skills, set goals for employment and networking with area businesses.
- Contracted for Vocational Rehabilitation and resourcing to expand services to clients.

**EDUCATION**

Springfield College, Manchester, NH

**Human Services and Addiction Studies B.S. 2009**

University of Maine, Farmington, ME

**Special Education and Performing Arts 1994-1996**

**ADDITIONAL TRAININGS**

Illness Management Recovery, Dialectical Behavior Therapy, Motivational Interviewing, Integrated Treatment for Co-Occurring Disorders, Cognitive Behavioral Therapy, Microsoft Word/Excel, Outlook, Adult CPR and First Aid Certified, HMIS

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Charlie Sherman	Executive Director	\$90,000	5%	\$4,500
Michelle Casale	Development Director	\$50,000	5%	\$2,500
Genevieve Gheorghiu/ Kim Coyle	Finance Manager	\$39,000	3%	\$1,170
Kevin Kintner	Program Director	\$55,000	100%	\$55,000
Pamela Nordle	Case Manager	\$36,800	100%	\$36,800
Ron Charland	Case Manager	\$31,500	100%	\$31,500
Cheryl Hunt	Angies Shelter Manager	\$34,608	100%	\$34,608