



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  
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July 10, 2013

*Retroactive  
100% Fund*

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** Agreements with vendors, to provide services to homeless individuals, in an amount not to exceed \$1,624,466. This amount represents an award effective retroactive to July 1, 2013 upon Governor and Council approval, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Total
Cross Roads House, Inc.	\$288,850
The Friends Program, Inc.	\$345,526
Helping Hands Outreach	\$102,768
Laconia Area Community Land Trust	\$82,314
Nashua Soup Kitchen	\$146,776
New Generation, Inc.	\$123,342
New Horizons for NH	\$323,534
The Salvation Army (Carey House) Laconia	\$61,670
The Samaritans	\$129,920
Veteran Homestead, Inc.	\$19,766
<b>Total</b>	<b>\$1,624,466</b>

Funds are anticipated to be available in the following account in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

<b>Fiscal Year</b>	<b>Appropriation</b>	<b>Class/Object</b>	<b>Class Title</b>	
2014	05-95-42-423010-7928	102-500731	Contracts for program services	\$ 1,790,708
2015	05-95-42-423010-7928	102-500731	Contracts for program services	<u>\$ 1,800,249</u>
			Total	\$ 3,590,957

Please see attachment for fiscal details

### EXPLANATION

This package includes 10 of 25 **retroactive** contracts and represents \$1,624,466 of a total of \$3,590,957 anticipated to be spent statewide for the State of New Hampshire Emergency Shelter Program Grant-In-Aid to Homeless Assistance programs for state fiscal years 2014 and 2015. Ten (10) additional contracts will be forwarded for approval of Governor and Council when they are received from the Vendors. These contracts are retroactive because of delays in obtaining accurate and complete contract submissions from the Vendors.

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

The total bed nights provided by shelters in NH were:

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

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

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

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

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

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

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

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

Area served: Statewide

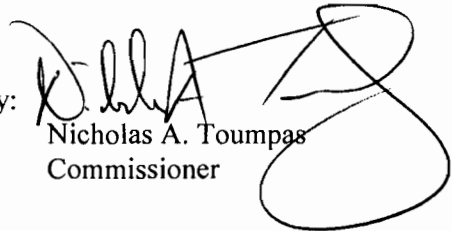
Source of funds: 100% General Funds.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**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)**

**United Ways of New Hampshire, 211 NH (Vendor# 202684-B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$44,973
102-500734	Contracts for Prog Svc	42307020	2015	\$54,514
			<b>Sub-total</b>	<b>\$99,487</b>

**AIDS Response Seacoast (Vendor# 166647 - B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$20,557
102-500734	Contracts for Prog Svc	42307020	2015	\$20,557
			<b>Sub-total</b>	<b>\$41,114</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$77,506
102-500734	Contracts for Prog Svc	42307020	2015	\$77,506
			<b>Sub-total</b>	<b>\$155,012</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$143,226
102-500734	Contracts for Prog Svc	42307020	2015	\$143,226
			<b>Sub-total</b>	<b>\$286,452</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$144,425
102-500734	Contracts for Prog Svc	42307020	2015	\$144,425
			<b>Sub-total</b>	<b>\$288,850</b>

**First Congregational Church - Cold Weather Shelter (Vendor# 154198 - B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$8,038
102-500734	Contracts for Prog Svc	42307020	2015	\$8,038
			<b>Sub-total</b>	<b>\$16,076</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$172,763
102-500734	Contracts for Prog Svc	42307020	2015	\$172,763
			<b>Sub-total</b>	<b>\$345,526</b>

**Greater Nashua Council on Alcoholism, Inc. d/b/a Keystone Hall (Vendor# 166574 - B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$53,486
102-500734	Contracts for Prog Svc	42307020	2015	\$53,486
			<b>Sub-total</b>	<b>\$106,972</b>

**Greater Nashua Interfaith Hospitality Network, Inc. (Vendor# 159372 - B001)  
d/b/a Anne-Marie House**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$15,674
102-500734	Contracts for Prog Svc	42307020	2015	\$15,674
			<b>Sub-total</b>	<b>\$31,348</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$56,532
102-500734	Contracts for Prog Svc	42307020	2015	\$56,532
			<b>Sub-total</b>	<b>\$113,064</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$51,384
102-500734	Contracts for Prog Svc	42307020	2015	\$51,384
			<b>Sub-total</b>	<b>\$102,768</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$41,157
102-500734	Contracts for Prog Svc	42307020	2015	\$41,157
			<b>Sub-total</b>	<b>\$82,314</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$38,933
102-500734	Contracts for Prog Svc	42307020	2015	\$38,933
			<b>Sub-total</b>	<b>\$77,866</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$63,212
102-500734	Contracts for Prog Svc	42307020	2015	\$63,212
			<b>Sub-total</b>	<b>\$126,424</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$50,630
102-500734	Contracts for Prog Svc	42307020	2015	\$50,630
			<b>Sub-total</b>	<b>\$101,260</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$73,388
102-500734	Contracts for Prog Svc	42307020	2015	\$73,388
			<b>Sub-total</b>	<b>\$146,776</b>

**New Generation, Inc (Vendor# 177295 - B002)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$61,671
102-500734	Contracts for Prog Svc	42307020	2015	\$61,671
			<b>Sub-total</b>	<b>\$123,342</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$161,767
102-500734	Contracts for Prog Svc	42307020	2015	\$161,767
			<b>Sub-total</b>	<b>\$323,534</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$277,373
102-500734	Contracts for Prog Svc	42307020	2015	\$277,373
			<b>Sub-total</b>	<b>\$554,746</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$51,077
102-500734	Contracts for Prog Svc	42307020	2015	\$51,077
			<b>Sub-total</b>	<b>\$102,154</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$61,840
102-500734	Contracts for Prog Svc	42307020	2015	\$61,840
			<b>Sub-total</b>	<b>\$123,680</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$30,835
102-500734	Contracts for Prog Svc	42307020	2015	\$30,835
			<b>Sub-total</b>	<b>\$61,670</b>

**The Samaritans (Vendor# 204660-B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$64,960
102-500734	Contracts for Prog Svc	42307020	2015	\$64,960
			<b>Sub-total</b>	<b>\$129,920</b>

**St. John Neumann Outreach Program (Vendor# 155674 - B002)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$15,418
102-500734	Contracts for Prog Svc	42307020	2015	\$15,418
			<b>Sub-total</b>	<b>\$30,836</b>

**Veteran Homestead Inc (Vendor# 162068 - B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500734	Contracts for Prog Svc	42307020	2014	\$9,883
102-500734	Contracts for Prog Svc	42307020	2015	\$9,883
			<b>Sub-total</b>	<b>\$19,766</b>

<b>Total</b>	<b>\$3,590,957</b>
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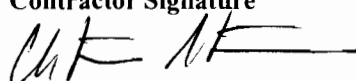
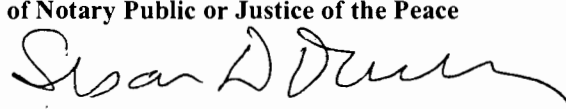
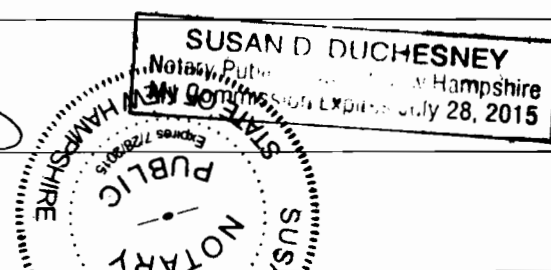
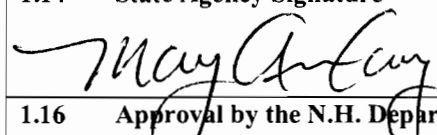
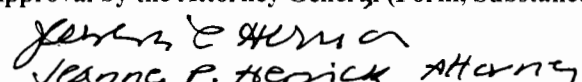
Subject: State Grant-In-Aid Funds Program

**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> Cross Roads House, Inc.		<b>1.4 Contractor Address</b> 600 Lafayette Road Portsmouth, NH 03801	
<b>1.5 Contractor Phone Number</b> (603) 436-2218	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 288,850.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> CHRIS STERNALE, EXECUTIVE DIRECTOR	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/20/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> SUSAN DUCHESNEY			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN E. CAREY 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:  Jeanne P. Herrick, Attorney On: <u>21 JUN. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: CS  
Date: 5/21/02

**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:           JCS            
Date:           5/28/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials:           CCS            
Date:           5/28/12



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 20% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 7%.
  - 1.4.3. Have the lowest rate of recidivism of any comparable program in the state.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

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**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

NH General Funds:

SFY14 not to exceed \$144,425.00  
SFY15 not to exceed \$144,425.00

Federal Funds: Not Applicable

1. PROGRESS REPORTS:

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

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

2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

3. LINE ITEM TRANSFERS:

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

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Exhibit B

**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	N/A	N/A
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$225,468.00</b>	<b>\$225,468.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$63,382.00</b>	<b>\$63,382.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$288,850.00</b>	<b>\$288,850.00</b>
<b>TOTAL GIA+Match</b>	<b>\$577,700.00</b>	



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

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Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

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Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

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Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

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Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

MS  
6/28/13



Exhibit C

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

*CPS*

*6/28/13*



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

PS

5/24/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials:   *DR*    
Date:   5/28/12

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

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

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

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

ROSS ROADS MOUSE, INC From: 7/1/13 To: 6/30/15  
 (Contractor Name) (Period Covered by this Certification)

CHRIS STERNDALE, CTCL. DIR.  
 (Name & Title of Authorized Contractor Representative)

[Signature] 5/28/13  
 (Contractor Representative Signature) (Date)

Contractor Initials: CPS  
 Date: 5/28/13



NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 7/1/13 through 7/1/15

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.

[Signature]  
(Contractor Representative Signature)

CHRIS STERNOWSKI, EXEC. DIR.  
(Authorized Contractor Representative Name & Title)

ROSS ROAD HOUSE, INC.  
(Contractor Name)

5/28/13  
(Date)

## NH Department of Health and Human Services

## STANDARD EXHIBIT F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: OPSDate: 5/26/13

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

 (Contractor Representative Signature)      CHRIS STERNBERG, EXEC DIR. (Authorized Contractor Representative Name & Title)

CROSS BASS HOUSE, INC. (Contractor Name)      5/28/13 (Date)

Contractor Initials: CRS  
 Date: 5/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)                      CHRIS STERNDALE, EXEC. DIR.  
(Authorized Contractor Representative Name & Title)

CROSS ROADS HOUSE, INC.                      5/28/13  
\_\_\_\_\_  
(Contractor Name)                      (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

CHRIS STERNDALE, EXEC. DIR.  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

LAKE POADS HOUSE, INC  
\_\_\_\_\_  
(Contractor Name)

5/28/13  
\_\_\_\_\_  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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



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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH Dept of Health & Human Services  
The State Agency Name

Cross Roads House, Inc.  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Chris Sternoble  
Signature of Authorized Representative

MARY ANN COONEY  
Name of Authorized Representative

CHRIS STERNOBLE  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Exec. Dir.  
Title of Authorized Representative

6/25/13  
Date

5/28/13  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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


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


CHRIS SPERANDALE, EXEC. DIR.

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

CROSS READS HOUSE, INC 5/28/13

(Contractor Name) (Date)

Contractor initials:   
 Date: 5/28/13  
 Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

171774979

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: CS

Date: 5/28/13

Page # 2 of Page # 2

CERTIFICATE OF VOTE

I, David Van Patten do hereby certify that:

1. I am the duly elected President of Cross Roads House, Inc. (the "Corporation").  
Name of Corporation

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on May 28, 2013.

RESOLVED: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, concerning the following matter: Emergency Shelter State Grant-in-Aid.

RESOLVED: That the Executive Director hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 28, 2013.

4. Chris Sterndale is duly elected Executive Director of the Corporation.

(Seal)  
(Corporation)

*David Van Patten*  
Signature of Board President

State of New Hampshire  
County of Rockingham

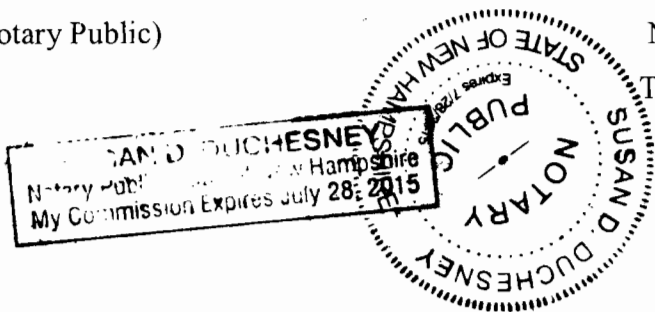
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of MAY, 20 13.

by DAVID VAN PATTEN  
Name of Board Secretary PRESIDENT  
(Seal)  
(Notary Public)

*Susan D. Duchesney*

Name:  
Title: Notary Public/Justice of the Peace

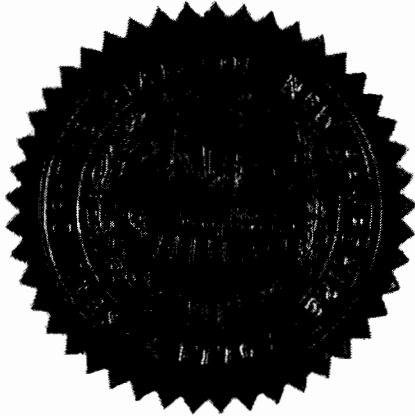
Commission Expires: 7/2015



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 CROSS ROADS HOUSE, INC. is a New Hampshire nonprofit corporation formed March 24, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2013

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

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

<b>PRODUCER</b> <b>Tobey &amp; Merrill Insurance</b> 20 High Street  <b>Hampton NH 03842-2214</b>	<b>CONTACT NAME:</b> Tamie Rhodes CIC CISR <b>PHONE (A/C, No, Ext):</b> (603) 926-7655 <b>FAX (A/C, No):</b> (603) 926-2135 <b>E-MAIL ADDRESS:</b> tamie@tobeymerrill.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>First Comp</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>First Comp</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: <b>First Comp</b>														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> <b>Cross Roads House, Inc</b> <b>c/o Data Risk LLC</b> <b>1 New Hampshire Ave Suite #120</b> <b>Portsmouth NH 03801</b>														

**COVERAGES**                      **CERTIFICATE NUMBER: CL136401910**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</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	<b>Y/N</b>	<b>N/A</b>	<b>WC010284004</b>	<b>1/10/2013</b>	<b>1/10/2014</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Volunteer Board Excluded from Workers Compensation Coverage.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept of Health & Human Services 129 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  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  T Rhodes CIC CISR/TLR <i>Tamie L. Rhodes</i>
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2013

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

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

<b>PRODUCER</b> DataRisk LLC 1 New Hampshire Avenue, Suite 120 Portsmouth, NH 03801  www.DataRisk.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> (603) 778-8985	<b>FAX (A/C, No):</b> (603) 778-8987
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.		18058
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES**      **CERTIFICATE NUMBER: 16557106**      **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC			PHPK952086	1/10/2013	1/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK952086	1/10/2013	1/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$			PHPK952086	1/10/2013	1/10/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept of Health & Human Services Bureau of Homeless & Housing 129 Pleasant St Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

## CROSS ROADS HOUSE, INC.

### *Mission Statement*

At Cross Roads House:

We protect men, women and children of the Greater Seacoast area experiencing homelessness from exposure and hunger.

We provide secure, transitional shelter for those seeking to break the cycle of homelessness.

We support individuals and families by providing them with the opportunity to move with dignity and purpose to stable and decent housing.

CROSS ROADS HOUSE, INC.

FINANCIAL STATEMENT

Year Ended June 30, 2012  
with Summarized Financial Information  
for the Year Ended June 30, 2011

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Sanders & Karcher  
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Cross Roads House, Inc.

We have audited the accompanying statement of financial position of Cross Roads House, Inc. (a nonprofit organization) as of June 30, 2012 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based upon our audit. The June 30, 2011 financial statements were audited by us and in our report, dated September 1, 2011, we expressed an unqualified opinion on those financial statements.

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

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

In accordance with *Government Auditing Standards* we have also issued our report dated February 1, 2013 on our consideration of Cross Roads House, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of Cross Roads House, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audit of States, Local Governments and Non-Profit Organizations* and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

*Sanders & Karcher*  
Sanders & Karcher  
February 1, 2013

CROSS ROADS HOUSE, INC.  
STATEMENTS OF FINANCIAL POSITION  
June 30,

	2012	2011
<u>ASSETS</u>		
<u>CURRENT ASSETS</u>		
Cash	\$ 326,706	\$ 529,398
Grants receivable	103,938	108,525
Unconditional promises to give	23,750	95,203
Prepaid expenses	26,480	20,925
Total current assets	480,874	754,051
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$622,872 & \$475,041, respectively	5,252,428	4,826,009
<u>OTHER ASSETS</u>		
Closing costs, net of accumulated amortization of \$169 & \$0, respectively	1,184	-
Unconditional promises to give, long-term	333,761	494,387
Marketable securities, long-term reserve	270,497	265,133
Beneficial interest in assets held by others	115,295	123,295
Cash and securities, operating reserve	103,239	36,767
Total other assets	823,976	919,582
<b>TOTAL ASSETS</b>	<b>\$ 6,557,278</b>	<b>\$ 6,499,642</b>
<u>LIABILITIES AND NET ASSETS</u>		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 15,916	\$ 31,849
Accrued payroll items	34,216	36,199
Total current liabilities	50,132	68,048
LONG-TERM DEBT	261,951	547,274
Total liabilities	312,083	615,322
<u>NET ASSETS</u>		
Unrestricted		
Designated	373,735	301,900
Undesignated	5,398,654	4,869,535
Temporarily restricted	357,511	589,590
Permanently restricted	115,295	123,295
Total net assets	6,245,195	5,884,320
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 6,557,278</b>	<b>\$ 6,499,642</b>

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

CROSS ROADS HOUSE, INC.  
STATEMENTS OF ACTIVITIES  
Years ended June 30,

	2012	2011
<b>PUBLIC SUPPORT AND REVENUES:</b>		
<b>PUBLIC SUPPORT</b>		
Government grants	\$ 830,772	\$ 401,157
Donations	381,381	506,591
Fund raising, net of direct expenses of \$42,713 and \$41,752, respectively	<u>263,308</u>	<u>220,509</u>
Total public support	1,475,461	1,128,257
<b>REVENUES</b>		
Use of facilities	2,950	-
Investment return	<u>23,054</u>	<u>23,918</u>
Total revenues	<u>26,004</u>	<u>23,918</u>
Total public support and revenues	1,501,465	1,152,175
<b>EXPENSES</b>		
Program services	810,093	909,743
General and administrative	181,234	190,084
Fundraising	<u>141,263</u>	<u>149,689</u>
Total expenses	<u>1,132,590</u>	<u>1,249,516</u>
<b>INCREASE (DECREASE) IN OPERATING NET ASSETS</b>	368,875	( 97,341)
<b>BUILDING SUPPORT, released via use</b>		
Government grants	230,999	401,157
Donations	<u>1,080</u>	<u>2,672</u>
Total building support	<u>232,079</u>	<u>403,829</u>
<b>INCREASE IN UNRESTRICTED NET ASSETS</b>	600,954	306,488
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Public support	851,727	421,193
Restrictions satisfied by use	( <u>1,083,806</u> )	( <u>839,096</u> )
<del>DECREASE IN TEMPORARILY RESTRICTED NET ASSETS</del>	<del>( <u>232,079</u>)</del>	<del>( <u>417,903</u>)</del>
<b>PERMANENTLY RESTRICTED ASSETS</b>		
Investment revenue, net of fees	( 569)	19,448
Distributions	( <u>7,431</u> )	( <u>5,374</u> )
<b>INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS</b>	( <u>8,000</u> )	<u>14,074</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	360,875	( 97,341)
<b>NET ASSETS, Beginning of year</b>	<u>5,884,320</u>	<u>5,981,661</u>
<b>NET ASSETS, End of year</b>	\$ <u>6,245,195</u>	\$ <u>5,884,320</u>

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



CROSS ROADS HOUSE, INC.  
STATEMENT OF FUNCTIONAL EXPENSES  
Year Ended June 30,

2011

2012

	Program Services	General and Admin	Fund- Raising	Total	Total
Management salaries	\$ 24,684	\$ 104,800	\$ 64,500	\$ 193,984	\$ 204,305
Salaries and wages	312,556	2,000	18,429	332,985	342,793
Payroll taxes	28,500	9,280	7,197	44,977	48,692
Employee benefits	47,547	7,708	16,563	71,818	83,779
Professional fees	-	24,999	-	24,999	14,803
Food	25,757	-	-	25,757	31,831
Direct services	7,411	-	-	7,411	16,692
Heat	11,480	653	624	12,757	14,891
Electricity	24,119	1,341	1,340	26,800	28,884
Water and sewer	18,315	907	1,128	20,350	17,542
Repairs and maintenance	43,331	2,407	2,408	48,146	57,335
Insurance	19,702	1,095	1,095	21,892	30,060
Telephone	3,904	217	216	4,337	4,105
Office and administration	3,500	12,907	16,408	32,815	42,098
Fundraising	-	-	2,580	2,580	4,709
Volunteer development	-	1,463	-	1,463	1,458
Rapid rehousing program	79,822	-	-	79,822	122,768
Staff and program development	1,565	-	-	1,565	1,341
Investment fees	-	2,514	-	2,514	1,435
Interest	24,856	1,381	1,382	27,619	45,540
Depreciation and amortization	133,044	7,562	7,393	147,999	134,455
<b>TOTALS</b>	<b>\$ 810,093</b>	<b>\$ 181,234</b>	<b>\$ 141,263</b>	<b>\$ 1,132,590</b>	<b>\$ 1,249,516</b>

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

CROSS ROADS HOUSE, INC.  
STATEMENTS OF CASH FLOWS  
Years Ended June 30,

	2012	2011
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from support	\$ 1,648,291	\$ 1,668,543
Interest and dividends received	14,860	5,700
Cash received from use of facilities	2,950	-
Cash paid to employees and suppliers	( 980,443)	( 1,322,806)
Interest paid	( 27,619)	( 45,540)
Net cash provided by operating activities	658,039	305,897
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net unrealized investment gains	194	18,218
Cash paid for property and equipment	( 574,249)	( 184,262)
Net cash used by investing activities	( 574,055)	( 166,044)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Cash paid for closing costs	( 1,353)	-
Cash paid for borrowings	( 285,323)	( 682,253)
Net cash used by financing activities	( 286,676)	( 682,253)
Net decrease in cash	( 202,692)	( 542,400)
Cash at beginning of year	529,398	1,071,798
<b>CASH AT END OF YEAR</b>	<b>\$ 326,706</b>	<b>\$ 529,398</b>
<b>RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ 360,875	\$( 97,341)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Net unrealized investment losses	( 194)	( 18,218)
Depreciation expense	147,830	134,455
Amortization expense	169	-
<b>(Increase) decrease in:</b>		
Grants receivable	4,587	15,518
Unconditional promises to give	232,079	417,904
Prepaid expenses	( 5,555)	14,717
Beneficial interest in assets held by others	8,000	( 14,074)
Cash and securities, operating reserve	( 66,472)	( 8,539)
Marketable securities, long-term reserve	( 5,364)	129,477
<b>Increase (decrease) in:</b>		
Accounts payable	( 15,933)	( 280,133)
Accrued payroll items	( 1,983)	12,131
Total adjustments	297,164	403,238
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>\$ 658,039</b>	<b>\$ 305,897</b>

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

CROSS ROADS HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS  
For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Cross Roads House, Inc. (Cross Roads House), was organized March 24, 1982, but was essentially activated January 1, 1984. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in southeastern New Hampshire.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Use of Estimates

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

Income Taxes

Cross Roads House has received a letter of determination dated July 28, 1986 from the Internal Revenue Service advising it that it qualifies as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. Cross Roads House is classified as other than a private foundation.

Financial Statement Presentation

Cross Roads House presents its financial statements in accordance with Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Cross Roads House 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. In addition, Cross Roads House is required to present a statement of cash flows.

Cash and Cash Equivalents

For purposes of these financial statements all non-custodial highly liquid investments with an initial maturity of less than three months or investments with a per share value constant at one dollar are considered to be cash equivalents. Cash equivalents were \$103,239 and \$36,767 as of June 30, 2012 and 2011.

Accounts Receivable

Accounts receivable consist primarily of amounts due from residents and local communities for rent and food. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. As of June 30, 2012 and 2011 management considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required.

CROSS ROADS HOUSE, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through February 1, 2013, the date the financial statements were available to be issued.

Promises to Give/Contributions

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

An allowance for uncollectible unconditional promises is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2012 and 2011, management considers all pledges to be fully collectible.

Unconditional promises to give consisted of the following as of June 30,

	2012	2011
Capital campaign	\$ 374,750	\$ 618,019
Wentworth Gala event	74,909	69,400
TOTALS	\$ 449,659	\$ 687,419

The fair value of promises to give that are due in more than one year is estimated by discounting the future cash flows using a current risk free rate of return based on the yield of a U.S. Treasury security with a maturity date similar to the expected collection period.

As of June 30, 2012, amounts were due in:

Less than one year	\$ 23,750
One to five years	326,000
Less discount to net present value	7,850
Net promises to give, one to five years	318,150
More than five years	25,000
Less discount to net present value	3,340
Net promises to give, more than five years	21,660
TOTAL	\$ 363,560

CROSS ROADS HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Marketable Securities at Fair Value

Cross Roads House records its marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets, in the statement of activities.

Following is a description of the valuation methodologies used for assets measured at fair value.

Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Marketable securities at fair value as of June 30, 2012, consisted of the following:

Common stocks	\$ 103,239
Cash mutual fund	128,075
Government bonds mutual fund	<u>142,422</u>
TOTALS	\$ <u>373,736</u>

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 33 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 7 years. Property and equipment as of June 30, 2012 consisted of the following:

Land and improvements	\$ 213,195
Buildings and improvements	5,595,949
Furniture and equipment	<u>66,156</u>
Total property and equipment	5,875,300
Less accumulated depreciation	<u>622,872</u>
Property and equipment, net	\$ <u>5,252,428</u>

CROSS ROADS HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions

Cross Roads House records its contributions as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the years ended June 30, 2012 and 2011, there were no amounts for donated services.

Donated Materials

Donated marketable securities and property and equipment are valued at fair market value. Marketable securities are immediately sold and are included in the statement of activities as donations. Donated materials were received and valued as follows during the years ended June 30,

	2012	2011
Marketable securities	\$ 4,420	\$ 4,356

Functional Allocation of Expenses

The costs of 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.

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2012 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2012, investments have a market value of \$373,736, cost basis of \$373,542 and unrealized gains of \$194.

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS

Cross Roads House is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Cross Roads House. In accordance with its spending policy, the Foundation makes distributions from the fund to Cross Roads House. The distributions are 4.03% of the market value of the fund per year.

CROSS ROADS HOUSE, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 For the Year Ended June 30, 2012

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS (continued)

Activity in this endowment fund consisted of the following for the years ended June 30,

	2012	2011
Beginning, fair value, 7/1	\$ 123,295	\$ 109,221
Total return	272	20,304
Foundation fee	( 841)	( 856)
Distribution/grants	( 7,431)	( 5,374)
Ending, fair value, 6/30	\$ <u>115,295</u>	\$ <u>123,295</u>

Distributions/grants represent amounts distributed to Cross Roads House and are shown as unrestricted dividends.

NOTE C - ACCRUED PAYROLL ITEMS

Accrued payroll items consisted of the following as of the years ended June 30,

	2012	2011
Payroll and payroll taxes	\$ 12,871	\$ 10,968
Earned time	21,345	25,231
Totals	\$ <u>34,216</u>	\$ <u>36,199</u>

NOTE D - UNRESTRICTED BOARD DESIGNATED NET ASSETS

The Board of Directors of Cross Roads House has approved the following designations of net assets as of June 30,

	2012	2011
Long-term reserve	\$ 270,497	\$ 265,133
Operating reserve	103,239	36,767
Totals	\$ <u>373,736</u>	\$ <u>301,900</u>

Board designated long-term reserve represents amounts held to enhance the capitalization of Cross Roads House. Unrestricted board designated net assets may not be liquidated or expended without the approval of the Board of Directors. Unrestricted board designated net assets consisted of marketable securities and cash of \$373,736 and \$301,900 as of June 30, 2012 and 2011.

CROSS ROADS HOUSE, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Year Ended June 30, 2012

NOTE E - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets of \$357,511 and \$589,590 are available for the capital campaign for the years ended June 30, 2012 and 2011, respectively.

NOTE F - CONCENTRATION OF CREDIT RISK

As of June 30, 2012 and 2011, Cross Roads House has a cash balance held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation. The uninsured amount was \$85,105 and \$64,581, respectively.

Cross Roads House has a cash balance held by an investment brokerage firm that is insured by the Securities Investor Protection Corporation. There were no uninsured amounts as of June 30, 2012 and 2011.

Cross Roads House derives approximately thirty per cent of its operating revenue from government agencies.

NOTE G - COMMITMENTS AND CONTINGENCIES

Cross Roads House receives money under various state and federal grants. Under the terms of these grants, Cross Roads House is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, Cross Roads House may be required to repay the grantor's funds.

NOTE H - LONG-TERM DEBT

Cross Roads House has entered into a bridge phase loan with Peoples United Bank. Payments are currently interest only at 5.3% per annum until July 18, 2013. Additional payments are required to the extent that the capital campaign contributions received during the prior month are applied to principal. At the end of the bridge phase loan term, the principal is required to be less than \$500,000. The loan interest rate then resets to a rate equal to the then current five year Federal Home Loan Bank of Boston Classic Advance Rate plus two percentage points. As of June 30, 2012 and 2011, the outstanding balance is \$231,951 and \$547,274, respectively.

Cross Roads House has obtained a loan from the New Hampshire Community Loan Fund, secured by a second mortgage on the property. Payments are interest only at 2.0% per annum until October 15, 2013. At the end of the interest only term, monthly payments in the amount of \$443, including interest at 2.0% are to commence, with a maturity date of October 15, 2021. As of June 30, 2012 the outstanding balance is \$30,000.



SUPPLEMENTARY INFORMATION

CROSS ROADS HOUSE, INC.  
SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS  
Year ended June 30, 2012

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Agency or Pass-Through Number(s)	Program or Award Amount	Federal Disburse- ments
<u>U.S. Department of Housing and Urban Development</u>				
Passed through State of New Hampshire, Department of Health and Human Services:				
Emergency Shelter Grant	14.235	010-092- 7176-102- 0731	\$ 34,170	\$ 34,170
Homeless Prevention and Rapid Re-Housing Program (American Recovery and Reinvestment Act (ARRA))	14.257	010-095- 0832-102- 500731	317,850	120,167
Passed through New Hampshire Community Loan Fund:				
State Energy Program (American Recovery and Reinvestment Act (ARRA))	81.041	-	120,000	120,000
Passed through United Way of the Greater Seacoast:				
Emergency Food and Shelter	97.114	593600-009	12,500	12,500
Passed through Cities of Dover and Portsmouth, NH and State of New Hampshire:				
Community Development Block Grants	14.218	-	396,000	381,179
TOTALS			\$ <u>880,520</u>	\$ <u>668,016</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Cross Roads House, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133. Therefore, some amounts presented in this schedule may differ from amounts presented or used in preparation of the financial statements.

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT  
AUDITING STANDARDS

To the Board of Directors  
Cross Roads House, Inc.

We have audited the financial statements of Cross Roads House, Inc. as of and for the year ended June 30, 2012 and have issued our report there on dated February 1, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Cross Roads House, Inc. financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Cross Roads House, Inc. internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operations of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements ~~being audited may occur and not be detected within a timely period~~ by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operations that we consider to be material weaknesses.

This report is intended solely for the information and use of the board of directors, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Sanders & Karcher*

Sanders & Karcher  
February 1, 2013

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND  
ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the Board of Directors  
Cross Roads House, Inc.

Compliance

We have audited the compliance of Cross Roads House, Inc. with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2012. Cross Roads House's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Cross Roads House's management. Our responsibility is to express an opinion on Cross Roads House's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Cross Roads House's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Cross Roads House's compliance with those requirements.

In our opinion, Cross Roads House, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2012.

Internal Control Over Compliance

The management of Cross Roads House, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Cross Roads House's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

Board of Directors  
Cross Roads House, Inc.  
Page 2

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operations that we consider to be material weaknesses.

This report is intended solely for the information and use of the board of directors, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Sanders & Karcher*

Sanders & Karcher  
February 1, 2013

CROSS ROADS HOUSE, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
Year ended June 30, 2012

**Section 1 - Summary of Auditor's Results**

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified:                   \_\_\_ yes \_\_\_ X no
- Reportable condition(s) identified that are  
not considered to be material weaknesses?           \_\_\_ yes \_\_\_ X none  
reported

Noncompliance material to financial statements noted? \_\_\_ yes \_\_\_ X no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified:                   \_\_\_ yes \_\_\_ X no
- Reportable condition(s) identified that are  
not considered to be material weaknesses?           \_\_\_ yes \_\_\_ X none  
reported

Type of auditor's report issued on compliance for major programs:

Unqualified

Any audit findings disclosed that are required to be reported  
in accordance with section 510(a) of Circular A-133? \_\_\_ Yes \_\_\_ X no

CROSS ROADS HOUSE, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
Year ended June 30, 2012

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
14.218	Community Development Block Grant
14.257	Homeless Prevention and Rapid Re-housing Program (ARRA)
81.041	State Energy Program (ARRA)

Dollar threshold used to distinguish between type A and type B programs:

\$ 300,000

Auditee qualified as low-risk auditee?                     yes     no

**Section II - Financial Statement Findings**

NONE.

**Section III - Federal Award Findings and Questioned Costs**

NONE.

# CHRISTIAN R. STERNDALE



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## SUMMARY

Proven chief executive and operations professional, with experience in both private and non-profit sectors. Strategic decision maker and ethical, level-headed leader provides solutions through an evidence-based, attention to detail approach. Broad-based communicator with a record of building strong teams, improving service delivery and profitability. A “big picture” leader who is recognized for his versatility, integrity, and the ability to execute bottom line results.

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## CORE COMPETENCIES

Strategic Thinking	Financial and Budget Management
Results Orientation	Policy Development and Evaluation
Written and Oral Communications	Fundraising
Decision Making	Government Relations
Problem Solving	Public Speaking and Presenting
Values and Ethics	Collaboration and Consensus Building

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## EXPERIENCE

### Cross Roads House, Inc. 2000 - Present

#### **EXECUTIVE DIRECTOR** **Director of Operations**

*2002-Present*  
*2000-2002*

*As chief executive of 100-bed, not-for-profit homeless shelter, improved service delivery while leading successful effort to replace an aging campus with a state-of-the-art facility.*

- Led \$5 million campaign to fund facility upgrades, soliciting individuals and institutions, and securing over \$2 million in competitive grants
- Coordinated reconstruction from concept to occupancy, directing design and building teams. New facilities provide dramatic health, safety, and program improvements, as well as operating efficiencies. Project awarded 2010 P1anNH Award of Merit
- Designed and implemented regular meal service, off-site housing program, databases for operations and program evaluation
- Developed and managed to annual budget. Increased balance sheet four-fold while delivering operating “profits” in 9 of 11 years.
- Developed relationships with state and municipal authorities, ensured regulatory compliance
- Managed federal grant solicitation, contract compliance, and reporting for capital and operating activities, including Davis-Bacon and ARRA (“stimulus”), and delivered two spotless A-133 federal single audits



- Supervised clinical staff of MSWs and provided executive-level advocacy with medical, social service, and government agencies
- Acted as final arbiter of grievances and client disciplinary matters
- Managed all aspects of physical plant and IT. Selected vendors and equipment; installed, maintained, and performed troubleshooting of: PHVAC; safety; lighting; commercial kitchen; solar hot water; public and secure networks; PCs; and telecom systems. Evaluated energy efficiency investments.
- Led multi-agency work group to implement systemic changes in shelter admissions
- Met demands of a challenging environment and clientele through staff development, policy implementation, and consistent and ethical leadership

**Staples, Inc. 1992-1999**

**GENERAL MANAGER**

<i>Portsmouth, NH - \$13 MM sales</i>	<i>1997-1999</i>
<i>Revere, MA - \$7 MM sales</i>	<i>1996-1997</i>
<i>Fall River, MA - \$6 MM sales</i>	<i>1995-1996</i>

- Directed two store openings on schedule and below budget
- Reduced inventory losses in all three general management assignments
- Led one of top-20 grossing stores in the country

**Sales and Merchandising Manager**

*1994-1995*

**Service Manager, Special Projects**

*1992-1994*

- Coordinated multi-store marketing events and new store canvassing campaigns
- Supervised overnight crews for major store remodeling projects

**Lobbying and election campaigning 1988-92, 1998, 2000**

- Conducted research and outreach, recruited volunteers, and planned events as field staff or consultant for presidential and congressional campaigns
- Advocated consumer-friendly energy policy in regulatory and legislative proceedings as Executive Director of the Campaign for Ratepayers Rights

**EDUCATION**

University of New Hampshire, B.A. in Political Science, 1999

**PERSONAL**

- Member, Zoning Board of Adjustment, Town of Durham
- Former member, Ethics Commission, City of Dover
- Owner and manager of small residential rental property

**Martha E. Stone**



**EXPERIENCE**

**1/04 – present Development Director, Cross Roads House, Portsmouth, NH**

Raise \$600,000+ annually to support shelter operations. Responsible for planning and implementing all fundraising activities including individual and corporate giving, direct mail appeals, special events, corporate & foundation grants, and planned giving. Oversee volunteer activities, donor database management, and gift processing. Plan and execute donor stewardship activities and events. Design and produce marketing materials. Represent organization at community events and manage public relations activities. Work closely with Board of Directors to set and achieve fundraising goals. From 2007- 2009 managed a \$5 million capital campaign to fund the design and construction of a new shelter facility.

**7/94-1/04 Co-Owner, Stone Signs & Designs, Portsmouth, NH**

Manage all financial records including accounts payable and receivable; involved in strategic planning and goal setting; created and maintained customer database.

**7/94-1/04 Co-Owner and Property Manager, Stone Properties, Greenland, NH**

Own and operate multiple residential and commercial properties in the Seacoast; maintain financial records including accounts payable and receivable, schedule and coordinate all aspects of maintenance for buildings, interview and process all tenant applications; handle tenant needs.

**3/92-6/94 Marketing Manager, Healthsource, Concord, NH**

Supervised staff of eleven; oversaw the servicing and retention of over 400 accounts by closely monitoring all account renewal activities; created marketing strategies to increase annual membership; designed and developed service program including manuals for client use; trained new Account Managers in all aspects of the position including: negotiating, presentation skills, and conflict resolution; regularly conducted presentations for clients explaining health benefits and policy changes.

**10/89-3/92 Marketing Representative, Healthsource, Concord, NH**

Accountable for renewing and retaining 75 accounts; executed enrollment activities by: gathering underwriting data, presenting benefit plans to both employers and employees in group settings, and negotiating annual contracts; sold health insurance products to new employers.

**3/89-10/89 Marketing Representative, Beacon Health, Greenland, NH**

Serviced existing accounts by coordinating enrollment activities including: developing annual rates, conducting group presentations, and designing marketing materials; sold HMO product to employer groups; actively participated in management team meetings; supervised administrative assistant.

**5/87-3/89 Marketing Assistant, Hardenburgh-Marks Inc., Boston, MA**

Imported and marketed high end gift merchandise; supervised public relations activities; designed and produced literature for new products; prepared for and traveled to trade shows; sold directly to buyers; provided customer service to retail clients.

## EDUCATION

Bachelor of Arts, Communications: May 1987  
Boston College, Chestnut Hill, MA Honors: Magna Cum Laude

Temple University, London, England  
Spring Semester Abroad, Communications and Theater Program 1986

## COMPUTER SKILLS

Word, Excel, PowerPoint, Outlook, Constant Contact, Raiser's Edge fundraising software

## VOLUNTEER ACTIVITIES

2/04- present School Board Member, Greenland Central School, Greenland, NH  
3/08-present Committee Member, Seacoast Half Marathon, Portsmouth, NH  
9/ 00-6/03 President & VP, Greenland Central School Parent Organization, Greenland, NH  
1998-99 Co-Leader, Mothers & More, Portsmouth, NH  
1998-99 Fundraising & Hospitality Committees, Seacoast Parenting Conference, Portsmouth, NH

# Susan Darling Duchesney



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**Experience**      **2002-Current**

*Finance Director*      **CrossRoads House**

Manage accounting including payroll, government reporting and audit preparation as well as human resources functions for major seacoast nonprofit.

**1996- Current**                      **AA Associates**                      **Portsmouth, NH**  
*Accounting Consultant*

Manage small business accounting in various industries. Types of businesses include construction, property management, restaurants, athletic clubs, and personal service corporations.

Consult with clients regarding budgeting, corporate development, general operations, and equity analysis.

Set up and provide technical assistance on Quickbooks systems.

**Prior to 1996-**

*Fiscal Director of major nonprofit organizations*  
including North Shore Elder Services, Preterm Clinic, Manchester VNA and the Seacoast YWCA.

*Adjunct Faculty at Seacoast Colleges including Granite State College and Southern NH University*

**Education**

1991              Passed all parts of the CPA exam

2009              Graduate Certificate in Fraud Examination

2005              Southern New Hampshire University  
*M.S. in Accounting*

1990              McIntosh College  
*A.A. in Accounting (3.9 average)*

1973-1975      University of NH,  
graduate work in business administration

1964              University of NH  
*B.A in History cum laude*

**Honors & Affiliations**

Associate member of AICPA  
Certified Fraud Examiner, Member of ACFE

**Skills**

Excel, Quickbooks, most accounting software and 1040 tax software

**References**

Available upon request



# Daniel P. Mitchell

**Objective****Director of Operations Cross Roads House****Summary of qualifications**

Extensive experience and qualifications with all aspects of the Profit and Non-Profit Career job descriptions. A varied business background that includes necessary skills (hospitality, personality, integrity, follow-through) to set and accomplish goals and targets.

Skills in Marketing, writing, accountability, development, and editing. A quick learner with any new functions. Reliable and dependable and able to work within a team as well as independently. Motivated and understanding of all business (non-profit or for-profit) aspects.

**Relevant work experience****Director of Share, Inc. Homestead (Family Homeless Shelter) Vancouver, WA (1/08-Present)****Director of Share, Inc. Children's Hunger Initiative (5/11-Present)**

Providing stability, growth, and management for two family shelters in a \$5.2 million non-profit agency. The training and supervision of Case Managers for the homeless population. Director of Backpack Program (1,000 each week during school year) and SummerSLAM (eight sites)

**Executive Director Pemi Youth Center Plymouth, NH (01/03 – 01/05)**

Provided steady growth and stability to an emerging Main Street non-profit. (1/2 Time Position) Grant writing, Program and Event Planning (along with Fundraisers) main focus.

**Co-Manager The Bridge House Plymouth, NH (01/03 – 01/05)**

Provided steady leadership, case work with residents, and transition to an independent shelter (July 2004) after 15 years under Tri-County CAP. Worked with past "umbrella Board" and newly formed local Board to help facilitate building of new shelter (completed May 2005) with \$700,000 Community Development Block Grant and partnered private (\$300,000) fundraising.

**Admin. Coordinator Whole Village Family Resource Center NH (2001-2003)**

Facilitated a collaborative of 17 health and social service agencies.

Responsible for all aspects of property management, marketing, development of future plans (including vision of on-site future homeless shelter) and office functions.

**AmeriCorps Member Newfound Area School District NH (1996-1997)**

Worked with at-risk students in Newfound Area School District on a one-year contract.

Worked and led with varied groups on positive collaborative projects in the Community.

**President/ Charter Member White Mountain Toastmasters NH (2002 – 2011)**

Helped form new non-profit with twenty members; it grew to 44 members, with experience as VP of Education, VP of Marketing, and mentor to others with learning public speaking skills.

**Operations Manager Salem Children's Trust & The Hunter School NH (2006)**

A six-month contract to identify needed projects in two separate non-profits, research tasks, and complete target goals. Oversaw eight departments that were "steadied" under operations until grant funding for position ran out. All projects/ goals completed in a timely fashion.

**Other Relevant Hospitality, Marketing, Business and Leadership Experience:**

Retail Manager Sodexo Corporation @ Plymouth State University NH (2006-2007)  
Owner/ GM Mitch's Family ("Best NH Community 2005") Restaurant (2005)  
General Manager Village of Loon Mountain NH (1994-1996)  
Owner/GM Olde Susannah's Restaurant & Lounge NH (1983-1993)  
Marketing Consultant: D.A.D. Enterprises (self-employed) NH (1997-2001)  
Reporter/ Columnist Coos County Democrat Lancaster, NH (1984-1993)

**Other Non-Profit and Volunteer Experiences**

**"Project Homebound"** Independently founded Project, which created a 100% donation base for feeding area "in need" families (greater Lancaster, NH area) at Thanksgiving time. Worked in collaboration with Community to serve the area needy, as a private businessman. **Project Homebound** still continues after 25+ years in the North Country of NH. (1984-2011)

**1970-1981: Many volunteer activities, including Easter Seals Camp**

**1991: The Lynsey House in Lancaster, NH.** Worked to identify and bring initial Directors to help found the Lynsey House (northern NH homeless shelter), in collaboration with agencies and other community members. Helped to initiate/ coordinate the "Adopt-A-Room" Program to renovate the initial building.

**1991-1993: Budget Committee for the Town of Lancaster**

**1994-2002: Baseball, softball, soccer, and basketball coach in Plymouth, NH.**

**1997-2001: Actor/ Marketing Educational Theatre Collaborative (ETC) Plymouth, NH.**

**2004- 2007: Actor Little Church Theatre Holderness, NH**

**1985-1992: Board Member Weathervane Theatre Whitefield, NH**

**2009-2010: Washington State Coalition for Homeless: Workshop (2-hour) Presenter**

-Original Workshop two years-in-a-row "Hospitality, Humor, and Homelessness"

<b>Education</b>	University of Oregon	Business/ Psychology	1979-1981
	Portland State University	Business/ Marketing	1978
	Mt. Hood Community College	Business/ Marketing	1975-1977
	Plymouth (NH) State University	Community Development	2004

**Personal Achievement** Single Father reared "the two Best children in the World" Andrew (23) and Darcy (22).  
Both Andrew (graduated May 2010 UNH) & Darcy (2012 PSU) are now thriving in college/ life.

**Professional References** Available upon request

**Salary History over Past ten years: \$40,000 - \$80,000+ (dependent on position)**

CROSS ROADS HOUSE BOARD OF DIRECTORS

<i>NAME</i>	<i>EMPLOYER</i>	<i>ADDRESS</i>	<i>Term Ends</i>
Ade, Richard			6/30/2014
Allison, Tim			6/30/2016
Bresette, Suzanne (VICE-PRESIDENT)			6/30/2013
Brown, Bob			6/30/2014
Blake, Jude (SECRETARY)			6/30/2014
Cloutier, Denis			6/30/2016
Cohen, Ken			6/30/2016
Dillon, Denis			6/30/2015
Drew, Kathryn			6/30/2015
Gregg, Zachary			6/30/2014
Hayden, Richard (Chick)			6/30/2015
Martindale, Vivan			6/30/2013
McCarthy, Jim (TREASURER)			6/30/2013
Moore, Vanda			6/30/2016
Scourby, Lex			6/30/2015
Van Patten, David (PRESIDENT)			6/30/2013
Mary Lee Worboys			6/30/2014
Sterndale, Chris			Ex-officio

01

Cross Roads House, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Chris Sterndale	Executive Director	\$77,000	0	0
Dan Mitchell	Operations Director	\$40,000	0	0
Susan Duchesney	Finance Director	\$34,000	0	0
Martha Stone	Development Director	\$55,000	0	0




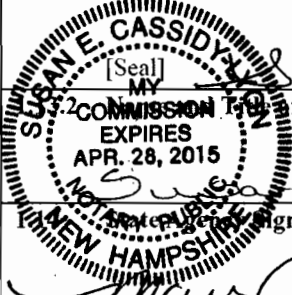
Subject: State Grant-In-Aid Funds Program

**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> The Friends Program, Inc.		<b>1.4 Contractor Address</b> 30 Thompson Street Concord, NH 03301	
<b>1.5 Contractor Phone Number</b> (603) 228-1193	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 345,526.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jerome K. Madden, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/21/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
Signature		<b>1.15 Name and Title of State Agency Signatory</b> <u>Mary Ann Cooney</u> 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: <u>Warner P. Henrich, Attorney</u> On: <u>21 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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


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

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

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

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

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

Contractor Initials:   
Date: 2/12/13

**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: 6/12/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials:  
Date:

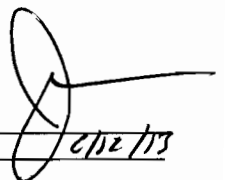
  
2/12/13



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

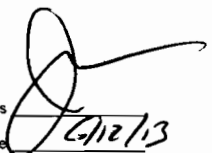
1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 37% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 7%.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

  
Date 12/13



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

NH General Funds:

SFY14 not to exceed \$172,763.00  
SFY15 not to exceed \$172,763.00

Federal Funds: Not Applicable

1. **PROGRESS REPORTS:**

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

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

2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

3. **LINE ITEM TRANSFERS:**

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

  
Date 1/12/13



Exhibit B

State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$345,526.00</b>	<b>\$345,526.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>N/A</b>	<b>N/A</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$345,526.00</b>	<b>\$345,526.00</b>
<b>TOTAL GIA+Match</b>	<b>\$691,052.00</b>	

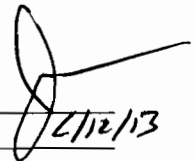
  
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Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

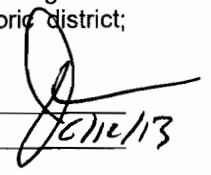
  
Date 10/12/13





Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
  - 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
  - 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
  - 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
  - 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
- 5. Add the following to Paragraph 7.:
    - 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
    - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
  - 6. Add the following to Paragraph 8.:
    - 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
    - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

  
Date



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

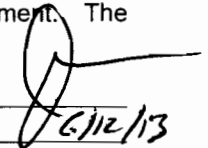
  
Date 1/12/13



Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

  
Date 6/10/12



Exhibit C

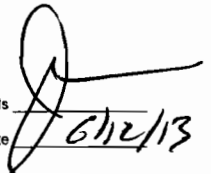
- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

  
Date 6/12/13



Exhibit C

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

  
6/12/13



**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

Handwritten signature and date: 6/12/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials: [Signature]  
Date: 6/12/13

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

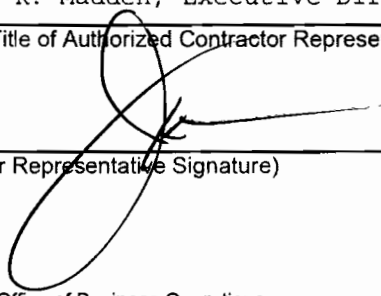
(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

The Friends Program From: 7/1/13 To: 6/30/15  
(Contractor Name) (Period Covered by this Certification)

Jerome K. Madden, Executive Director  
(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature) 6/12/13  
(Date)

Contractor Initials:   
Date: 6/12/13



NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Contractor Representative Signature)

Jerome K. Madden, Executive Director  
(Authorized Contractor Representative Name & Title)

The Friends Program  
(Contractor Name)

6/12/13  
(Date)

Contractor Initials: \_\_\_\_\_  
Date: 6/12/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

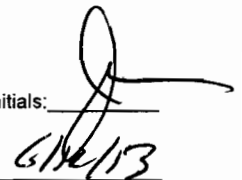
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative,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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: \_\_\_\_\_


Date: \_\_\_\_\_

Handwritten signature and date. The signature is a stylized cursive mark. The date is written as 6/16/13.

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

**PRIMARY COVERED TRANSACTIONS**

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

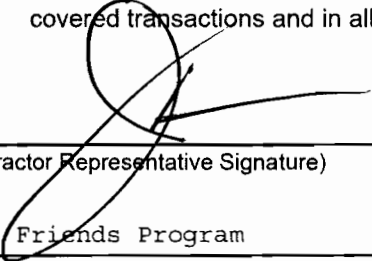
Contractor Initials:   
Date: 6/12/13

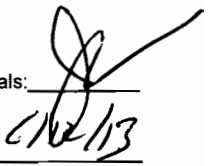
**LOWER TIER COVERED TRANSACTIONS**

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

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

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

 (Contractor Representative Signature)	Jerome K. Madden. Executive Director (Authorized Contractor Representative Name & Title)
The Friends Program (Contractor Name)	6/12/13 (Date)

Contractor Initials:   
 Date: 6/12/13

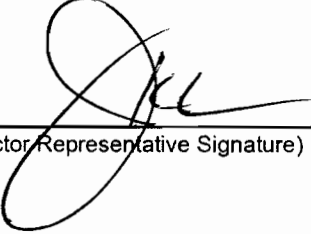
NH Department of Health and Human Services


STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	Jerome K. Madden, Executive Director
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
The Friends Program	6/12/13
_____ (Contractor Name)	_____ (Date)

Contractor Initials:   
Date: 6/12/13

NH Department of Health and Human Services

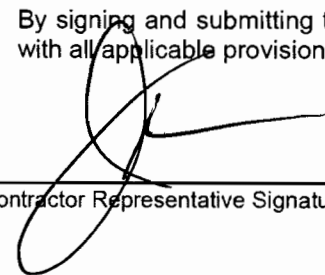
STANDARD EXHIBIT H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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


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

  
\_\_\_\_\_  
(Contractor Representative Signature)

Jerome K. Madden, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

The Friends Program  
\_\_\_\_\_  
(Contractor Name)

6/12/13  
\_\_\_\_\_  
(Date)

Contractor Initials:   
Date: 6/12/13

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

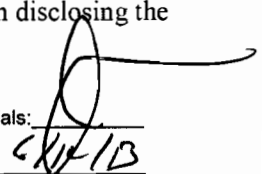
- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title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

Contractor Initials: \_\_\_\_\_  
Date:

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

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

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


  
 CK/IB



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

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

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

Contractor Initials:   
Date:

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

**(4) Obligations of Covered Entity**

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

Contractor Initials: \_\_\_\_\_

Date: \_\_\_\_\_

  
9/12/13

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

Contractor Initials: \_\_\_\_\_

Date: \_\_\_\_\_

A handwritten signature in black ink is written over a horizontal line. Below the signature, the date "6/12/13" is handwritten in black ink.

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

<u>NH Dept. of Health + Human Services</u> The State Agency Name	<u>The Friends Program</u> Name of the Contractor
<u>Mary Ann Cooney</u> Signature of Authorized Representative	<u>[Signature]</u> Signature of Authorized Representative
<u>Mary Ann Cooney</u> Name of Authorized Representative	<u>Jerome K. Madden</u> Name of Authorized Representative
<u>Associate Commissioner</u> Title of Authorized Representative	<u>Executive Director</u> Title of Authorized Representative
<u>06/25/13</u> Date	<u>6/12/13</u> Date

Contractor Initials: [Signature]  
Date: 6/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

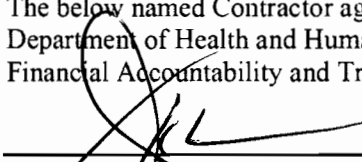
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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


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

 \_\_\_\_\_ Jerome K. Madden, Executive Director

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

The Friends Program 6/12/13

(Contractor Name) (Date)

Contractor initials:   
Date: 6/12/13  
Page # 1 of Page # 1

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 18-359-1320

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?

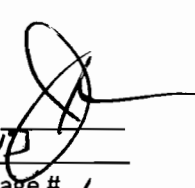
NO  YES

**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:

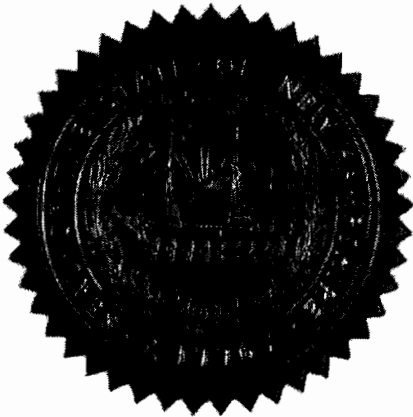
Name: <u>Jerome K. Madden</u>	Amount: <u>\$85,405</u>
Name: <u>Alane Hill</u>	Amount: <u>\$50,254</u>
Name: <u>Kelley Potenza</u>	Amount: <u>\$48,000</u>
Name: <u>Jean Tewksbury</u>	Amount: <u>\$44,616</u>
Name: <u>Brooke Noonan</u>	Amount: <u>\$43,264</u>

Contractor initials:   
Date: 6/12/15  
Page # 1 of Page # 1

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRIENDS PROGRAM, INC. is a New Hampshire nonprofit corporation formed April 5, 1976. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, John Duval, do hereby certify that:

- 1. I am the duly elected Vice President of the Friends Program.
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Trustees of the Friends Program held on June 12, 2013.

RESOLVED: That the Friends Program enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services, concerning the following matter: New Hampshire Shelter State Grant-In-Aid Funds.

RESOLVED: That Jerome K. Madden, Executive Director of the Friends Program hereby is authorized on behalf of the Friends Program to enter into said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, he may deem necessary, desirable or appropriate.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 12, 2013.

Jerome K. Madden is duly elected Executive Director of the Friend Program.

(Seal)  
(Corporation)

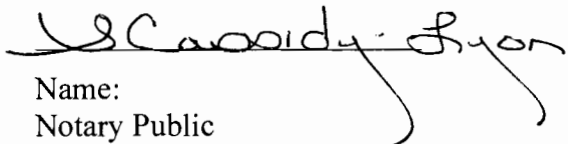
  
Signature of Board Vice President

State of New Hampshire  
County of Merrimack

The foregoing instrument was acknowledged before me this 12 day of June, 2013 by John Duval, Board Vice President.

(Seal)  
(Notary Public)



  
Name:  
Notary Public  
Commission Expires: 4/28/15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/28/2013

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Sara Hartshorn <b>PHONE (A/C No. Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> shartshorn@rowleyagency.com	<b>FAX (A/C. No):</b> (603) 224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Friends Program, Inc. 202 No. State Street Concord NH 03301	<b>INSURER A:</b> Hanover Ins - Bedford	
	<b>INSURER B:</b> Star Insurance Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			ZDV8880567	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ Included
A	<b>AUTOMOBILE LIABILITY</b>			ZDV8880567	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		UHV8880568	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC0095888-03	8/13/2012	8/13/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Covering operations of the Named Insured during the policy period.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  Sara Hartshorn/SBH <i>Sara Hartshorn</i>

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**THE FRIENDS PROGRAM, INC.**

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**Financial Statements  
and  
Independent Auditors' Report**

As of and for the Years Ended  
September 30, 2012 and 2011

**THE FRIENDS PROGRAM, INC.**

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As of and for the Years Ended September 30, 2012 and 2011

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TYLER, SIMMS & ST. SAUVEUR, P.C.  
Certified Public Accountants & Business Consultants  
**Independent Auditors' Report**

To the Board of Trustees of  
The Friends Program, Inc.:

We have audited the statements of financial position of The Friends Program, Inc. as of September 30, 2012 and 2011, and the related statements of operations and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits. The data contained in the schedules on pages 12 and 13 is presented for supplementary analysis purposes and was not subjected to the audit procedures applied in the examinations of the basic financial statements.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Friends Program, Inc. as of September 30, 2012 and 2011, and the results of its activities, changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated November 15, 2012 on our consideration of The Friends Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. In addition, the information on pages 12-13 is also presented for purposes of additional analysis. None of the supplementary information is a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and other supplementary information on pages 12-13 is fairly stated in all material respects in relation to the financial statements as a whole.

*Tyler, Simms and St. Sauveur, CPAs, P.C.*

Lebanon, New Hampshire  
November 15, 2012

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**THE FRIENDS PROGRAM, INC.****Statements of Financial Position**

As of September 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b>Assets</b>		
Current assets		
Cash	\$ 509,340	\$ 454,107
Other receivables	25,221	78,838
Pledges receivable	-	2,250
Prepaid expenses	19,135	13,768
Total current assets	<u>553,696</u>	<u>548,963</u>
Property and equipment, at cost:		
Land	37,800	37,800
Buildings	237,633	237,633
Building improvements	439,525	439,525
Furniture, fixtures and equipment	75,898	75,898
	<u>790,856</u>	<u>790,856</u>
LESS: Accumulated depreciation	511,247	478,023
Net property and equipment	<u>279,609</u>	<u>312,833</u>
Investments (board designated)	<u>326,168</u>	<u>278,260</u>
Total assets	<u>\$ 1,159,473</u>	<u>\$ 1,140,056</u>
<b>Liabilities</b>		
Current liabilities		
Accounts payable	\$ 3,523	\$ 6,727
Accrued payroll and related taxes	51,219	62,397
Other accrued liabilities	27,564	24,170
Deferred revenue	26,133	21,347
Current portion of long-term debt	151,138	5,667
Total current liabilities	<u>259,577</u>	<u>120,308</u>
Long-term debt, less current portion shown above	<u>50,903</u>	<u>204,276</u>
Total liabilities	<u>310,480</u>	<u>324,584</u>
<b>Commitments and contingencies</b>	-	-
<b>Unrestricted net assets</b>		
Undesignated	522,825	537,212
Board designated	326,168	278,260
Total unrestricted net assets	<u>848,993</u>	<u>815,472</u>
Total liabilities and net assets	<u>\$ 1,159,473</u>	<u>\$ 1,140,056</u>

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

**THE FRIENDS PROGRAM, INC.**  
**Statements of Operations and Changes in Net Assets**  
**For the Years Ended September 30, 2012 and 2011**

	<u>2012</u>	<u>2011</u>
<b>Support and revenue</b>		
Government grants		
Federal	\$ 809,694	\$ 945,889
State	166,118	249,115
United Way	192,527	186,911
Town and county income	115,867	114,560
Other grants	50,000	18,725
Contributions	446,930	495,678
Other revenue	3,900	3,680
Investment income	49,018	1,507
Total support and revenue	<u>1,834,054</u>	<u>2,016,065</u>
<b>Expenses</b>		
Program services		
Youth Mentoring	214,993	256,602
Emergency Housing	348,142	371,493
Foster Grandparents	833,567	1,013,820
Retired Senior Volunteers	236,799	313,215
Total program services	<u>1,633,501</u>	<u>1,955,130</u>
Support services		
Admin	<u>169,267</u>	<u>196,622</u>
Total expenses	<u>1,802,768</u>	<u>2,151,752</u>
Income (loss) from operations	<u>31,286</u>	<u>(135,687)</u>
<b>Non-operating income (expense)</b>		
Forgiveness of debt	2,235	56,764
Loss on disposal of property and equipment	-	(4,766)
Total non-operating income	<u>2,235</u>	<u>51,998</u>
<b>Change in net assets</b>	33,521	(83,689)
<b>Net assets, beginning of year</b>	<u>815,472</u>	<u>899,161</u>
<b>Net assets, end of year</b>	<u>\$ 848,993</u>	<u>\$ 815,472</u>

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

**THE FRIENDS PROGRAM, INC.**  
**Statements of Cash Flows**  
For the Years Ended September 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 33,521	\$ (83,689)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	33,224	36,114
Loss on disposal of property and equipment	-	4,766
Unrealized (gain) loss on investments	(25,473)	11,473
Forgiveness of debt	(2,235)	(56,764)
(Increase) decrease in the following assets:		
Certificate of deposit	-	164,336
Other receivables	53,617	(62,601)
Pledges receivable	2,250	5,600
Prepaid expenses	(5,367)	4,670
Increase (decrease) in the following liabilities:		
Accounts payable	(3,204)	3,229
Accrued payroll and related taxes	(11,178)	10,769
Other accrued liabilities	3,394	4,734
Deferred revenue	4,786	(14,127)
Net cash provided by operating activities	<u>83,335</u>	<u>28,510</u>
<b>Cash flows from investing activities</b>		
Purchase of investments	(22,435)	(10,586)
Purchase of equipment	-	(11,003)
Net cash used in investing activities	<u>(22,435)</u>	<u>(21,589)</u>
<b>Cash flows from financing activities</b>		
Repayment of long-term debt	(5,667)	(5,667)
Net cash used in financing activities	<u>(5,667)</u>	<u>(5,667)</u>
Net increase in cash	55,233	1,254
Cash, beginning of year	<u>454,107</u>	<u>452,853</u>
Cash, end of year	<u>\$ 509,340</u>	<u>\$ 454,107</u>

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

# THE FRIENDS PROGRAM, INC.

## Notes to Financial Statements

As of and for the Years Ended September 30, 2012 and 2011

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### 1. Summary of Significant Accounting Policies:

Organization – The Friends Program, Inc. (the Organization) is an independent not-for-profit corporation organized in the State of New Hampshire. The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a)(2) of the Code. The Organization's primary purposes consist of the following program services:

Youth Mentoring – mentor program, matching volunteer mentors with at-risk children and teens.

Emergency Housing – short-term housing for homeless families.

Foster Grandparents – mentor program that places income eligible senior citizen volunteers in schools and child day care centers to work with special and at-risk children.

Retired Senior Volunteers – volunteer program targeting individuals 55 years of age or older who become engaged in a variety of volunteer roles.

Financial Reporting – The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, Section 205, *Presentation of Financial Statements*, and Section 605, *Revenue Recognition*. ASC Section 958-205 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories according to externally (donor) imposed restrictions. ASC Section 958-605 requires that unconditional promises to give (pledges) be recorded as receivables and revenue. It also requires the Organization to distinguish between contributions received for each net asset category in accordance with donor-imposed restrictions. A description of the three net asset categories follows:

Unrestricted Net Assets – include the following:

Undesignated – Undesignated, unrestricted net assets include the revenues and expenses associated with the principal operating mission of the Organization.

Board Designated – Board designated net assets include the revenues from operations and various unrestricted contributions that the Board of Trustees has set aside and elected to use towards future operations.

Temporarily Restricted Net Assets – Include gifts for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donation. Contributions are recorded as unrestricted revenue and support of the current year to the extent that current year expenditures, consistent with the donor restrictions, have been incurred. There were no temporarily restricted net assets as of September 30, 2012 and 2011.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of September 30, 2012 and 2011.

Property and Equipment – Property and equipment acquisitions are recorded at cost. Property and equipment donated for Organization operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.



# THE FRIENDS PROGRAM, INC.

## Notes to Financial Statements

As of and for the Years Ended September 30, 2012 and 2011

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### 1. Summary of Significant Accounting Policies (continued):

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Equipment under capital leases is amortized on the straight-line method over the life of the capital lease. Such amortization is included in depreciation in the financial statements. Depreciation expense for the years ended September 30, 2012 and 2011 was \$33,224 and \$36,114, respectively.

Estimated useful lives are as follows:

	<u>YEARS</u>
Computer equipment	5
Furniture and fixtures	5
Building improvements	15 – 20
Buildings	20

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors. As of September 30, 2012 and 2011, the Organization found no reason for impairment of any assets.

Estimates – The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Income Taxes – The Organization is a not-for-profit corporation as described in Section 501(c)(3) of the Code and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

In September 2009, the FASB issued Accounting Standards Update (ASU) No. 2009-06, *Income Taxes*, Topic 740 – *Implementation Guidance on Accounting for Uncertainty in Income Taxes and Disclosure Amendments for Nonpublic Entities* which amended ASC Subtopic 740-10, *Income Taxes – Overall*. The revised guidance addresses the accounting uncertainty of income taxes recognized in an enterprise's financial statements and prescribes a threshold of "more-likely-than-not" for recognition and derecognition of tax positions taken or expected to be taken in a tax return. Subtopic 740-10 also provides guidance on measurement classification, interest and penalties and disclosure. The Organization adopted the provisions of ASC Subtopic 740-10, *Accounting for Uncertainty in Income Taxes*, effective October 1, 2009. The Organization files the Form 990. With few exceptions, the Organization is no longer subject to U.S. federal tax examinations by tax authorities for fiscal years before September 30, 2009. Management of the Organization believes it has no material uncertain tax positions and, accordingly, it will not recognize any liabilities for unrecognized tax benefits.

Cash and Cash Equivalents – Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation. As of September 30, 2012, the Organization had no cash equivalents.

Advertising – Advertising costs are charged to operations when incurred.

Donated Materials and Services – The Organization recognizes the value of volunteer services and expenses when there is an objective basis available to measure their value, relative to its various activities.

# THE FRIENDS PROGRAM, INC.

## Notes to Financial Statements

As of and for the Years Ended September 30, 2012 and 2011

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### 1. Summary of Significant Accounting Policies (continued):

Basis of Accounting – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Concentration of Credit Risk – The Organization maintains funds in interest bearing bank transaction accounts at a financial institution. Balances in interest bearing accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to a maximum of \$250,000. At times during the year funds carried in the Organization's interest bearing accounts exceed FDIC limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk related to uninsured funds.

The Organization also maintains funds in noninterest bearing bank transaction accounts at a financial institution. Effective for the period of December 31, 2010 and through December 31, 2012, balances in noninterest bearing accounts are fully insured by the FDIC. The unlimited coverage is separate from, and in addition to, the insurance coverage provided for other accounts held at FDIC insured financial institutions.

Contributions – Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value. The Organization had a balance of unconditional promises to give of \$0 and \$2,250 at September 30, 2012 and 2011, respectively, all due within the next fiscal year.

Vacation Pay and Fringe Benefits – Vacation pay is accrued and charged to the appropriate program expense when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of program salaries to total salaries.

Functional Allocation of Expenses – The cost of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Deferred Revenue – The Organization recognizes revenues earned. Amounts received in advance of the period in which service is rendered are recorded as a liability under "deferred revenue."

Reclassifications – Certain reclassifications have been made to the 2011 financial statements to conform to the current year presentation.

Recent Accounting Pronouncements – In May 2011, the FASB issued Accounting Standards Update 2011-04, *Fair Value Measurement and Disclosure Topic 820 – Amendments to Achieve Common Fair Value Measurement and Disclosure Required in U.S. GAAP and IFRS*. Update 2011-04 changes the wording used to describe many of the requirements in U.S. GAAP for measuring fair value and for disclosing information about fair value measurement. Some of the amendments included in 2011-04 clarify the FASB's intent about the application of existing fair value measurement requirements. Other amendments change a particular principle or requirement for measuring fair value or for disclosing information about fair value measurements. In addition, 2011-04 clarifies specific disclosure requirements of Topic 820 that will not pertain to nonpublic entities, including information about transfers between Level I and Level II instruments, information about the sensitivity of fair value measurement for Level III instruments to changes in unobservable inputs, and the categorization in the fair value hierarchy of those items not presented at fair value on the statement of financial position but for which disclosure of fair value would otherwise be required. The Organization adopted the provisions of ASU 2011-04 during 2012 (see Note 4).

**THE FRIENDS PROGRAM, INC.**  
**Notes to Financial Statements**  
As of and for the Years Ended September 30, 2012 and 2011

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**2. Other Receivables:**

Other receivables consisted of the following at September 30:

	<u>2012</u>	<u>2011</u>
Town	\$ 550	\$ 284
Grants	24,671	78,004
Employee loan	<u>-</u>	<u>550</u>
Total other receivables	<u>\$ 25,221</u>	<u>\$ 78,838</u>

**3. Line of Credit:**

The Organization has available a \$150,000 revolving line of credit with a local bank, due upon demand. The credit line is secured by all assets. Bank advances on the credit line are payable on demand and carry an interest rate at Wall Street Journal prime (3.25% at September 30, 2012). There was no outstanding balance at September 30, 2012 and 2011.

**4. Fair Value of Financial Instruments:**

The following method and assumptions were used in estimating the fair value of financial instruments:

Cash – The carrying amount reported in the statement of financial position for cash approximates fair value due to its short-term nature.

Other receivables – Gross other receivables net of allowances as reported in the statement of financial position approximates fair value due to its short-term nature.

Internally designated investments – Fair values are based on quoted market prices.

Accounts payable and accrued expenses – The carrying amount reported in the statement of financial position for accounts payable and accrued expenses approximates fair-value due to its short-term nature.

The following represents a summary of net investment returns for the years ended September 30:

	<u>2012</u>	<u>2011</u>
Investment return:		
Income on investments whose use is board designated	\$ 22,435	\$ 31,827
Unrealized gain (loss) on investments, net	<u>25,473</u>	<u>(11,473)</u>
	<u>\$ 47,908</u>	<u>\$ 20,354</u>

# THE FRIENDS PROGRAM, INC.

## Notes to Financial Statements

As of and for the Years Ended September 30, 2012 and 2011

### 4. Fair Value of Financial Instruments (continued):

Investments consisted of the following as of September 30:

	2012		2011	
	<u>COST</u>	<u>MARKET</u>	<u>COST</u>	<u>MARKET</u>
Cash and cash equivalents	\$ 382	\$ 382	\$ 432	\$ 432
Mutual funds:				
Bonds	53,038	60,718	51,303	56,807
U.S. Equities	223,225	214,574	215,561	179,754
International Equities	<u>50,202</u>	<u>50,494</u>	<u>48,867</u>	<u>41,267</u>
	<u>\$ 326,847</u>	<u>\$ 326,168</u>	<u>\$ 316,163</u>	<u>\$ 278,260</u>

FASB ASC Topics 820 and 825 prioritize, within the measurement of fair value, the use of market-based information over entity-specific information and establishes a three-level hierarchy for fair value measurements based on the transparency of information used in the valuation of an asset or liability as of the measurement date.

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

- Level I – Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments in Level I include listed equities held in the name of the Organization, and exclude listed equities and other securities held indirectly through commingled funds.
- Level II – Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.
- Level III – Pricing inputs are unobservable for the investment and includes situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. Judgment about inputs into the determination of fair value shall be developed based on the best information available in the circumstances.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level input that is significant to the fair value measurement. All of the Organization's investments are categorized as Level I.

The Organization periodically reviews its investment portfolio to determine if any investment is other-than-temporarily impaired due to changes in credit risk or other potential valuation concerns. While certain securities have market values below cost, the Organization believes it is probable that the principal and interest will be collected in accordance with the contractual terms, and that the decline in the market value is exacerbated by the overall credit concerns in the market. Factors considered in determining whether a loss is other-than-temporarily include the length of time and extent of which fair value is less than the cost basis, the underlying collateral, agency ratings, future cash flows and the Organization's intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in fair value. The Organization's assessment that an investment is not other-than-temporarily impaired could change in the future due to new developments or change in any particular investment.

# THE FRIENDS PROGRAM, INC.

## Notes to Financial Statements

As of and for the Years Ended September 30, 2012 and 2011

### 5. Long-Term Debt:

Long-term debt consisted of the following as of September 30:

	<u>2012</u>	<u>2011</u>
Note payable – City of Concord, interest at 0%, payable in monthly installments of \$472.22, due December 2017, secured by property at 30 Thompson St.	\$ 29,750	\$ 35,417
Note payable – New Hampshire Housing Finance Authority with payments deferred until July 1, 2013, secured by property. If the project is sold or refinanced prior to July 1, 2013, the loan is payable in full. If the project is not sold or refinanced prior to July 1, 2013, the loan is forgiven. The note is secured by property at 30 Thompson St.	145,471	145,471
Note payable – City of Concord, with payments deferred until July 31, 2024, secured by property, principal reduction of 5% annually without payment. If the project does not meet certain covenants during the loan term, the remaining loan balance is payable in full. The note is secured by property at 30 Thompson St.	<u>26,820</u>	<u>29,055</u>
	202,041	209,943
LESS: Current portion	<u>151,138</u>	<u>5,667</u>
	\$ <u>50,903</u>	\$ <u>204,276</u>

The combined future amount of maturities for long-term debt by year and in the aggregate is as follows as of September 30:

2013 (included in current liabilities)	\$ 151,138
2014	5,667
2015	5,667
2016	5,667
2017	5,667
Thereafter	<u>28,235</u>
	\$ <u>202,041</u>

As part of the note payable agreement with the New Hampshire Housing Finance Authority and for remaining in compliance with all of the terms of the agreement, \$54,529 of the debt was forgiven for the year ended September 30, 2011. As part of the note payable agreement with the City of Concord, 5% of the original principal balance was reduced without payment, in the amount of \$2,235 for the years ended September 30, 2012 and 2011.

# THE FRIENDS PROGRAM, INC.

## Notes to Financial Statements

As of and for the Years Ended September 30, 2012 and 2011

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### 6. Deferred Revenue:

Deferred revenue consisted of the following at September 30:

	<u>2012</u>	<u>2011</u>
Town	\$ 6,092	\$ 6,342
United Way	-	1,186
Grants	<u>20,041</u>	<u>13,819</u>
Total deferred revenue	<u>\$ 26,133</u>	<u>\$ 21,347</u>

### 7. Economic Dependency:

The Organization received approximately 42% of its total support for the year ended September 30, 2012 from the Corporation for National and Community Service.

### 8. Commitments and Contingencies:

Operating Leases – The Organization leases office space under various operating leases with third parties. Building rent under these leases was \$45,948 and \$39,082 for the years ended September 30, 2012 and 2011, respectively.

Minimum future lease payments for the spaces as of September 30, 2012 for the remaining lease terms are as follows:

2013	\$ 47,700
2014	49,500
2015	51,300
2016	<u>26,100</u>
	<u>\$ 174,600</u>

Liability Claims – The Organization maintains professional and general liability insurance to provide financial protection against claims that might arise during the normal course of business. Management, in assessing the impact of known claims, estimates these matters will be resolved without material adverse impact on the Organization's future financial position or results from operations. No accrual or reserve has been reflected in these financial statements.

### 9. Subsequent Events:

The Organization has reviewed events occurring after September 30, 2012 through November 15, 2012, the date the board of trustees accepted the final draft of the financial statements and made them available to be issued. The Organization does not believe that any events requiring recognition or disclosure have occurred between the period of September 30, 2012 and the report date, November 15, 2012.

**Supplemental Schedules**

**THE FRIENDS PROGRAM, INC.**  
**Statements of Activities**  
**For the Year Ended September 30, 2012**

	Youth Mentoring	Emergency Housing	Foster Grandparents	Retired Senior Volunteers	Admin	Total
<b>Revenue</b>						
Government grants						
Federal		\$ 36,664	\$ 656,289	\$ 116,707	\$ 34	\$ 809,694
State		166,118	-	-	-	166,118
United Way	54,485	78,942	40,029	6,087	12,984	192,527
Town and county income	18,750	57,000	-	40,117	-	115,867
Other grants	33,500	-	-	12,000	4,500	50,000
Contributions	81,728	26,469	166,708	42,609	129,416	446,930
Other revenue	-	-	-	3,407	493	3,900
Investment income	-	-	-	-	49,018	49,018
Allocation of indirect revenue						
Supporting services	24,300	42,609	103,704	25,832	(196,445)	-
Total revenue	<u>212,763</u>	<u>407,802</u>	<u>966,730</u>	<u>246,759</u>	<u>-</u>	<u>1,834,054</u>
<b>Expenses</b>						
Payroll						
Salaries and wages	127,661	226,527	173,345	147,767	43,740	719,040
Employee benefits	15,073	19,553	42,025	14,352	4,922	95,925
Payroll taxes	9,391	16,873	12,041	11,467	3,537	53,309
Other						
Professional fees and contracts	2,952	3,873	7,193	2,971	4,539	21,528
Supplies	2,359	2,621	1,200	2,041	12,124	20,345
Telephone	686	2,840	925	1,175	1,359	6,985
Postage and printing	1,388	339	5,127	2,019	10,931	19,804
Occupancy	10,053	28,810	13,762	11,448	17,706	81,779
Local transportation	1,754	873	5,451	6,321	115	14,514
Dues and subscriptions	150	-	75	50	1,565	1,840
Fundraising	10,018	-	1,340	-	25,201	36,559
Repairs and maintenance	900	1,200	150	150	7,527	9,927
Insurance	-	1,250	-	-	13,079	14,329
Recognition expenses	266	-	2,072	515	714	3,567
Advertising	443	406	530	-	1,090	2,469
Staff development	95	595	-	264	124	1,078
In-kind expenses	30,594	18,241	158,583	34,113	13,787	255,318
Volunteer expenses	210	230	24,802	2,146	-	27,388
Stipends	-	-	383,840	-	-	383,840
Depreciation	1,000	23,911	1,106	-	7,207	33,224
Allocation of indirect costs						
Support services	20,938	36,714	89,356	22,259	(169,267)	-
Total expenses	<u>235,931</u>	<u>384,856</u>	<u>922,923</u>	<u>259,058</u>	<u>-</u>	<u>1,802,768</u>
Net income (loss) from activities	<u>\$ (23,168)</u>	<u>\$ 22,946</u>	<u>\$ 43,807</u>	<u>\$ (12,299)</u>	<u>\$ -</u>	<u>\$ 31,286</u>



**THE FRIENDS PROGRAM, INC.**  
**Statements of Activities**  
**For the Year Ended September 30, 2011**

	Youth Mentoring	Emergency Housing	Foster Grandparents	Retired Senior Volunteers	Admin	Total
<b>Revenue</b>						
Government grants						
Federal	\$ -	\$ 26,973	\$ 724,913	\$ 194,003	\$ -	\$ 945,889
State	-	197,464	36,399	15,252	-	249,115
United Way	59,366	76,885	37,991	5,029	7,640	186,911
Town and county income	23,500	57,000	-	34,060	-	114,560
Other grants	11,100	-	-	7,625	-	18,725
Contributions	87,402	49,696	188,288	51,744	118,548	495,678
Other revenue	-	-	-	2,000	1,680	3,680
Investment income	-	-	-	-	1,507	1,507
Allocation of indirect revenue						
Supporting services	22,227	24,827	61,634	20,687	(129,375)	-
Total revenue	<u>203,595</u>	<u>432,845</u>	<u>1,049,225</u>	<u>330,400</u>	<u>-</u>	<u>2,016,065</u>
<b>Expenses</b>						
Payroll						
Salaries and wages	158,379	226,348	218,446	194,917	16,562	814,652
Employee benefits	29,938	21,909	61,065	20,486	7,848	141,246
Payroll taxes	11,658	17,068	15,468	14,129	1,249	59,572
Other						
Professional fees and contracts	2,910	3,523	8,254	2,910	20,049	37,646
Supplies	2,945	3,598	3,643	2,640	15,066	27,892
Telephone	361	3,405	1,027	4,288	5,605	14,686
Postage and printing	1,554	173	15,522	1,441	7,368	26,058
Occupancy	4,478	37,824	16,313	13,970	35,637	108,222
Local transportation	1,980	287	9,381	7,037	32	18,717
Conferences and workshops	-	-	1,678	-	-	1,678
Dues and subscriptions	35	-	100	-	1,904	2,039
Fundraising	8,663	-	-	-	27,792	36,455
Repairs and maintenance	900	500	600	600	7,694	10,294
Miscellaneous	-	-	-	-	-	-
Insurance	-	1,250	300	200	11,621	13,371
Recognition expenses	602	-	7,631	1,161	5,096	14,490
Advertising	-	176	3,343	(126)	622	4,015
Staff development	200	290	-	160	1,205	1,855
In-kind expenses	30,564	30,180	188,115	41,675	22,061	312,595
Volunteer expenses	435	165	30,647	7,727	-	38,974
Stipends	-	-	431,181	-	-	431,181
Depreciation	1,000	24,797	1,106	-	9,211	36,114
Allocation of indirect costs						
Support services	33,779	37,732	93,671	31,440	(196,622)	-
Total expenses	<u>290,381</u>	<u>409,225</u>	<u>1,107,491</u>	<u>344,655</u>	<u>-</u>	<u>2,151,752</u>
<b>Net income (loss) from activities</b>	<u>\$ (86,786)</u>	<u>\$ 23,620</u>	<u>\$ (58,266)</u>	<u>\$ (14,255)</u>	<u>\$ -</u>	<u>\$ (135,687)</u>

**THE FRIENDS PROGRAM, INC.**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended September 30, 2012**

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Revenue Recognized	Disbursements/ Expenditures
<b><u>CORPORATION FOR NATIONAL AND COMMUNITY SERVICE</u></b>			
Foster Grandparent Program	94.011	\$ 656,289	\$ 656,289
Retired and Senior Volunteer Program	94.002	<u>116,707</u>	<u>116,707</u>
TOTAL CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		<u>772,996</u>	<u>772,996</u>
<b><u>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u></b>			
Passed through New Hampshire Department of Health and Human Services:			
Supportive Housing Program	14.235	<u>35,964</u>	<u>35,964</u>
<b><u>U.S. DEPARTMENT OF HOMELAND SECURITY</u></b>			
Emergency Food and Shelter National Board Program	97.024	<u>700</u>	<u>700</u>
TOTAL FEDERAL AWARDS		<u>\$ 809,660</u>	<u>\$ 809,660</u>

The Schedule of Expenditures of Federal Awards was prepared in accordance with the accounting principles outlined in Footnote 1.

**THE FRIENDS PROGRAM, INC.**  
**Notes to Schedule of Expenditures of Federal Awards**  
**For the Year Ended September 30, 2012**

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**1. Basis of Presentation:**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of The Friends Program, Inc. under programs of the federal government for the year ended September 30, 2012. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of The Friends Program, Inc., it is not intended to and does not present the financial position, changes in net assets or cash flows of The Friends Program, Inc.

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

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.



TYLER, SIMMS & ST. SAUVEUR, P.C.  
Certified Public Accountants & Business Consultants

Report 1

**Report on Internal Control Over Financial  
Reporting and on Compliance and Other Matters Based on  
an Audit of Financial Statements Performed in  
Accordance with *Government Auditing Standards***

To the Board of Trustees of  
The Friends Program, Inc.:

We have audited the financial statements of The Friends Program, Inc. (a nonprofit organization) as of and for the year ended September 30, 2012, and have issued our report thereon dated November 15, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of The Friends Program, Inc. is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered The Friends Program, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Friends Program, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of The Friends Program, Inc.'s internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously. However, we identified a certain deficiency in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs as an item that we consider to be a significant deficiency in internal control over financial reporting. This deficiency is listed as finding 2012-1 on the Schedule. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Friends Program, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the

**Report on Internal Control Over Financial  
Reporting and on Compliance and Other Matters Based on  
an Audit of Financial Statements Performed in  
Accordance with *Government Auditing Standards* (continued)**

determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items 2012-1.

We noted certain matters that we reported to management of The Friends Program, Inc. in a separate letter dated November 15, 2012.

The Friends Program, Inc.'s responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit The Friends Program, Inc.'s response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, the audit committee, Board of Trustees and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Tyler, Lemus and St. Laurent, CPAs, P.C.*

Lebanon, New Hampshire  
November 15, 2012



TYLER, SIMMS & ST. SAUVEUR, P.C.  
Certified Public Accountants & Business Consultants

Report 2

**Report on Compliance with Requirements  
that Could Have a Direct and Material Effect on  
Each Major Program and on Internal Control Over  
Compliance in Accordance with *OMB Circular A-133***

To the Board of Trustees of  
The Friends Program, Inc.:

Compliance

We have audited The Friends Program, Inc.'s (a nonprofit organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of The Friends Program, Inc.'s major federal programs for the year ended September 30, 2012. The Friends Program, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of The Friends Program, Inc.'s management. Our responsibility is to express an opinion on The Friends Program, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about The Friends Program, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of The Friends Program, Inc.'s compliance with those requirements.

In our opinion, The Friends Program, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2012. However, the results of our auditing procedures disclosed instances of noncompliance with these requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2012-1.

Internal Control Over Compliance

Management of The Friends Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered The Friends Program, Inc.'s internal control over compliance with requirements that could have a direct and material effect on a major federal program to determine

**Report on Compliance with Requirements  
that Could Have a Direct and Material Effect on  
Each Major Program and on Internal Control Over  
Compliance in Accordance with OMB Circular A-133 (continued)**

the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of The Friends Program, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over compliance that we consider to be a significant deficiency as described in the accompanying schedule of findings and questioned costs as items 2012-1. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Friends Program, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit The Friends Program, Inc. response and, accordingly, we express no opinion on the response.

This report is intended solely for the information and use of the audit committee, management, Board of Trustees and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Tyler, Senner and St. Laurent, CPAs, P.C.*

Lebanon, New Hampshire  
November 15, 2012

**THE FRIENDS PROGRAM, INC.**  
**Schedule of Findings and Questioned Costs**  
**For the Year Ended September 30, 2012**

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**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unqualified opinion on the financial statements of The Friends Program, Inc.
2. There were no material weaknesses noted during the audit of the financial statements as reported in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*. There was one significant deficiency identified, not considered to be a material weakness, noted below as 2012-1.
3. There were no material weaknesses in internal control over major federal award programs for instances of noncompliance material to the financial statements of The Friends Program, Inc., which would be required to be reported in accordance with *Government Auditing Standards*.
4. The audit finding disclosed is required to be reported in accordance with U.S. Office of Management and Budget Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*, Section .510(a).
5. No instances of noncompliance material to the financial statements of The Friends Program, Inc. were disclosed during the audit.
6. There was one audit finding relative to the major federal award program for The Friends Program, Inc.
7. The program tested as major programs included: Foster Grandparent Program CFDA No. 94.011.
8. The threshold for distinguishing between Type A and B programs was \$300,000.
9. The Friends Program, Inc. qualified as a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENT AUDIT**

**REPORTABLE CONDITIONS**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS PROGRAMS AUDIT**

2012-1

*Criteria*

Foster grandparent files

*Condition Found and Perspective*

At the time of the audit, The Friends Program, Inc. had not updated all of the foster grandparents' files with a current certification of fitness nor annual income eligibility review.

*Questioned Costs*

Not determinable



**THE FRIENDS PROGRAM, INC.**  
**Schedule of Findings and Questioned Costs**  
**For the Year Ended September 30, 2012**

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**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS PROGRAMS AUDIT (continued)**

*Possible Asserted Cause and Effect*

The Friends Program, Inc. has a written policy that all foster grandparents have a current certification of fitness and annual income eligibility review in their files, however, some files did not have current forms.

*Recommendation*

We recommend that The Friends Program, Inc. follow its written policy and ensure that each foster grandparent has a current certification of fitness and annual income eligibility review in their files.

**Auditee Corrective Action Plan**

- 2012-1 The Friends Program, Inc. has reviewed the Foster Grandparent files in question and can state that they are all currently up to date. Furthermore, The Friends Program, Inc. has adopted a monitoring practice to perform a quality review of all Foster Grandparent files semi-annually, at a minimum. These reviews will be the responsibility of the respective Program Coordinators and overseen by the Program Director. This monitoring practice will ensure future Corporation for National Service compliance as well as the overall accuracy and completeness of all information contained in the individual Foster Grandparent files.

# Friends Program

## Our Mission

*Strengthens communities by building relationships*  
that empower people, encourage community service, and  
restore faith in the human spirit.

## Our Values

Respect and Dignity  
Creating Connections  
Human Potential  
Excellence

## Our Commitments

**Respect and Dignity.** This is our fundamental commitment: that everyone who is part of The Friends Program will always treat others with the utmost respect and dignity. We can do no less.

**Creating Connections.** Creating mutually beneficial connections between groups and individuals in the community increases awareness of each other's values, strengths, weaknesses, challenges and opportunities. By working together we achieve outcomes superior to those that would be attained individually.

**Human Potential.** We honor the profound power residing within each individual, believing that each possesses the ability to succeed in the face of challenge. The Friends Program is committed to providing tools, encouragement and assistance, so individuals can build upon their innate resources and grow stronger.

**Excellence.** We must live up to our values and keep our commitments. We must provide exceptional service through the dedicated efforts of our volunteers, staff and trustees. We must prudently manage our resources in a manner that benefits the communities we serve. We must be accountable to our donors and various sources of funding. We must constantly enhance our knowledge, improve our skills, and work collaboratively. By doing all of this, we will continue to deserve the trust placed in us by so many.

**The Friends Program**  
**FY2013 Board of Trustees** (Updated February 6, 2013)

Preferred Address	Other Address/Information	Committee	Term Ends
<b>Steve Arndt</b> 172 [REDACTED] Road [REDACTED] 01 [REDACTED] Cell: 408-6146	[REDACTED] [REDACTED] [REDACTED] 01 Tel: [REDACTED] 2 [REDACTED] t	Program	2015
<b>Keith Burbank</b> [REDACTED] [REDACTED] Tel: [REDACTED]	Vice President, Investment Officer Merrimack County Savings Bank [REDACTED]	<i>Treasurer</i> Executive Finance/Chair	2013
<b>Robert Couch</b> [REDACTED] ad [REDACTED] 004 Tel: [REDACTED] 5	Director of Technology and Marketing Cobb Hill Construction [REDACTED]	Development	2013
<b>Matt D'Amore</b> Vice President - Finance & Administration Automotive Supply Associates, Inc. Sanel Auto Parts Co. [REDACTED] t [REDACTED]	[REDACTED] [REDACTED] 0007 [REDACTED] [REDACTED] n	Finance	2015
<b>Catherine Devaney</b> [REDACTED] [REDACTED] 4 Tel: 774-6618	HealthSouth Rehabilitation Hospital Chief Executive Officer [REDACTED] et [REDACTED] 1 [REDACTED] [REDACTED] m	Program	2015
<b>John Duval</b> [REDACTED] [REDACTED] 001 Tel.: [REDACTED] 7	Concord Police Department [REDACTED] [REDACTED] 01 Tel: [REDACTED] [REDACTED] ov	<i>Vice-President</i> Executive Personnel Development	2013
<b>Jerry Eaton</b> [REDACTED] [REDACTED] 001 [REDACTED]	Retired [REDACTED] et	Executive Personnel/Chair	2015

Preferred Address	Other Address/Information	Committee	Term Ends
<b>Joanne Gagnon</b> ██████████ ██████████ 3104 Tel.: ██████████	Merrimack County Savings Bank Assistant Vice President ██████████ 816 Tel.: ██████████ 27 Fax: ██████████ 51 ██████████.m	<i>Secretary</i> Finance	2013
<b>Michael G. Gfroerer</b> ██████████ 05 C ██████████ Tel.: ██████████ 11	██████████	Development Co-Chair Executive Finance	2014
<b>Kaleena Guzman</b> ██████████ e C ██████████ 301 Tel.: ██████████ 91	Administrative Assistant Concord Regional Tech. Center ██████████ C ██████████ 01 ██████████ 4 Fax: ██████████ g ██████████.m	Program	2013
<b>Robert Larsen</b> ██████████ d C ██████████ 301 Tel.: ██████████ 80	Sulloway & Hollis ██████████ C ██████████ 1 ██████████ ██████████.m ██████████.m	Development	2013
<b>Betty Lenehan</b> ██████████ ██████████ Tel.: ██████████	██████████.net Cell: ██████████	Program/Chair Executive	2014
<b>Elizabeth McCormack</b> ██████████ ██████████ Tel.: ██████████	Corporate Counsel Brookstone Inc. ██████████ ██████████ 54 ██████████ ██████████.m	Development Co-Chair Executive	2014
<b>Tim McGinley</b> ██████████ ██████████ 304 Tel. ██████████ 9	Associate Director of Security for Environmental Health and Safety St. Paul's School ██████████ ██████████ Tel. ██████████ ██████████	<i>President</i> Executive Program	2014

Preferred Address	Other Address/Information	Committee	Term Ends
Sue O'Connor [Redacted] Drive [Redacted] 0301 Tel.: [Redacted]	[Redacted] et	Program	2015
Jodi Roos [Redacted] ad [Redacted] 01 Tel.: [Redacted]	[Redacted] Rd. [Redacted] 0301 Tel: 2[Redacted] 13 [Redacted]	Development	2015
Steve Rothenberg [Redacted] d [Redacted] Tel.: [Redacted] 6 Cell: [Redacted]	Assistant Principal Concord High School [Redacted] [Redacted] 01 Tel: [Redacted] 54 Fax: 85[Redacted] 48 [Redacted] et	Personnel	2013
Myles Tarbell [Redacted] re [Redacted] Tel.: [Redacted] 22	Vice President Keystone Management Co., Inc. [Redacted] [Redacted] Tel.: [Redacted] 11 [Redacted] .com	Development	2013
Karen Varney [Redacted] ve [Redacted] 004 Tel.: [Redacted]	[Redacted] net	Personnel	2013
Kimberly Yarlott [Redacted] ad [Redacted] 0301 Tel.: [Redacted] 0	Principal Reeds Ferry School [Redacted] et	Development	2013
<b>Friends Program Executive Director</b>			
Jerome K. Madden [Redacted] [Redacted] 0303 [Redacted] 8 Cell: [Redacted] 7	Friends Program 202 North State Street Concord, NH 03301 Tel: 228-1193 ext. 224 jmadden@friendsprogram.org	<i>Executive Director</i>	

# CURRICULUM VITAE

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Jerome K. Madden



## EDUCATION:

- 2006 Boston University  
Master's Degree in Criminal Justice
- 1979 Boston College  
Bachelor of Arts, Major in Political Science
- 1975 New Hartford Central High School  
New Hartford, New York

## PROFESSIONAL EXPERIENCE:

- March 2007 to Present Executive Director , **The Friends Program** located in Concord, New Hampshire  
*The Friends Program is a non profit, social service organization that strengthens communities by building relationships that empower people, encourage community service, and restore faith in the human sprit.*
- Jan. 2001 – Feb. 2007 Chief of Police, Concord, New Hampshire Police Department  
*Responsible for the overall management and direction of the Concord Police Department.*
- July 2000 - Jan. 2001 Interim Chief of Police, Concord Police Department  
*Responsible for the overall management and direction of the Concord Police Department.*
- 1998 - July 2000 Major, Concord Police Department  
Director of Patrol Services  
*Responsible for one of two department bureaus. Management of the uniformed component of the Concord Police Department and the Communications Unit. Overall responsibility and management of 55 full time employees.*
- 1993 - 1998 Captain, Concord Police Department  
Director of Support Services  
*Responsible for one of two department bureaus. Management of criminal investigations (to include major crimes, drug investigations, and juvenile investigations), recruitment, training, building and fleet management, records keeping, parking enforcement, budget preparation and oversight. Overall responsibility and management of 9 functional areas or units in the Bureau of Support Services with a total of 32 full time employees and 4 part time employees.*
- 1992 Lieutenant, Concord Police Department  
Watch Commander, Bureau of Patrol  
*Shift commander responsible for the command of a patrol shift with 8-10 employees. Responsible for employee evaluation, direction and coordination.*
- 1990 - 1991 Sergeant, Concord Police Department  
Supervisor, Youth Services Unit  
*Responsible for the supervision of a three person juvenile offenses investigations unit.*
- 1985 - 1990 Sergeant, Concord Police Department  
Patrol Supervisor, Bureau of Patrol  
*Shift supervisor responsible for the a patrol shift with 6-9 employees. Responsible for incident supervision, employee evaluations and ongoing coaching and direction.*
- 1980 - 1985 Police Officer, Concord Police Department  
Patrolman, Bureau of Patrol

*Patrol officer responsible for answering calls for service, investigation of crimes and accidents and traffic enforcement duties.*

**SPECIAL TRAINING:**

Command Training Institute - Babson College  
Police Tactical Operations  
Henry F. Williams - New York State Police Homicide School  
Internal Affairs Investigations  
Grants Writing and Management  
Team Based Continuous Improvement Process Training  
Community Policing Training  
Greater Concord Chamber of Commerce's *Leadership Greater Concord Program*  
NIMS (National Incident Management System) Certified

**AWARDS:**

1985 Concord Police Officer of the Year  
2001-02 Merrimack County United Way Volunteer of the Year

**BOARDS/COMMITTEES/ASSOCIATIONS:**

Boston College Varsity Club 1979-Present  
New Hampshire Police Association 1980-2007  
Concord Crimeline Board of Directors Police Liaison 1993-1998  
District Court Juvenile Task Force 1996-1997  
Ad Hoc Underage Access to Alcohol Advisory Committee Member 2000-2001  
Concord Area Trust for Community Housing (CATCH) Board of Directors 2000-2008  
New Hampshire Association of Chief's of Police -- Life Member  
New Hampshire Association of Chief's of Police Legislative Committee 2001-2005  
International Association of Chief's of Police Member 2001-2007  
Merrimack County Chief's of Police Association 2001-2007  
Concord Area Task Force on Racism and Intolerance 2002-2007  
New Futures Board of Directors 2003-2009  
Serving as Board Chair 2008-2009  
Concord Substance Abuse Coalition Executive Board 2004-2006  
City of Concord Municipal Housing Commission 2007-Present  
Capital Region Food Program Board of Directors 2007-Present  
Rotary Club of Concord 2008-Present  
Serving on Board of Directors 2012-Present  
Concord Housing and Redevelopment Authority Commissioner 2010 to Present  
Serving as Commission Vice Chair 2012-Present

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# Jean Tewksbury

## **Objective**

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To obtain a position in an organization that focuses on helping others to develop and achieve their full potential.

## **Experience**

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July 2008-Present                      Friends Emergency Housing Program                      Concord, NH 03301

### **Program Director**

- Responsible for the day to day operation of the Friends Emergency Housing Program and for assisting in the contribution of the formulation, development, recommendation, implantation and administration of the agency program's policies, fiscal management and business goals.
- Responsible for the supervision of all program staff, program actives and client case management.

November 2002-July  
2008                                      Concord Family YMCA                                      Concord, NH 03301

### **Child Development Director**

- Responsible for the day to day program operations of the Concord Family YMCA State Licensed Child Development Center. Responsibilities included the supervision of 20 staff, budget management, running of monthly staff meetings and the development of the Child Development Centers Curriculum.

September 2000-  
November 2002                      Manchester Boys and Girls Club                      Manchester, NH  
03104

### **Unit Director**

- Created and implemented after school program for 300+ students for grades 3-12. Included are the creations of a theater group, dances, and new education program.
- Responsible of the scheduling of staff, program budget and running of weekly staff meetings.

June 1997-September  
2000                                      NFI North Midway Shelter                                      Manchester, NH  
03104

### **Assistant Program Director/Family Worker**

- Responsible for the day to day running of a court order shelter care program for fifteen adolescent males. Duties included payroll management, daily supervision of staff, scheduling, case management and the weekly billing of contracted services. Worked with families in the development of Individual Service Plans for unification of the family.



# Jean Tewksbury

## **Education**

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1990-1994

Lyndon State College

Lyndonville, VT  
05851

**B.S Human Services and Counseling, Minor in Early Childhood Education**

## **References**

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References are available on request.

**Brooke E. Noonan**

[REDACTED]  
[REDACTED] 5  
[REDACTED] 086  
[REDACTED] net

**Summary of qualifications**

- Excellent communication skills; adept at conflict resolution; confident in ability to learn new tasks
- Ability to sustain high levels of energy, enthusiasm and work product for extended periods of time; has established and maintained quality standards for self and others in daily work responsibilities
- Ability to effectively manage multiple complex tasks/problems and distinguish between importance and urgency when prioritizing; acts to resolve issues before they escalate into larger concerns
- Dependable and self-motivated; can be relied upon to work alone or in team setting
- High level of computer literacy in MicroSoft Office (including Excel)
- Proficiency with administrative software and custom database (calendar, evaluation, grant monitoring), and desktop publishing

**Work History**

11/06 - present *Program Director – Youth Mentoring Program*  
*The Friends Program, Concord, NH*

Responsibilities include:

Oversight and direction of Youth Mentoring program operations and project development; management of \$200,000+ budget; case management; volunteer recruitment, training, screening, recognition and retention activities; community networking, including DCYF and DJJS; events coordination; establish, maintain and support ongoing and open communication with children, families and youth and “matched” mentors; data management and reporting; staff supervision including performance review, hiring decisions and personnel actions; oversight of 175 adult volunteers annually; outcome evaluation; seeking and composing grants.

Note: as result of state and federal funding reductions that impacted the Youth Mentoring program assumed additional responsibilities as part time Homeless Program Case Manager for the agency’s emergency homeless shelter.

Responsibilities include working directly with 8-10 families to develop individual case plans aimed at achieving goals of securing stability in housing and daily living skills.

2/02- 10/06 *Program Coordinator – Youth Mentoring Program*  
*The Friends Program, Concord, NH*

Responsibilities included:

Case management, volunteer recruitment, training, screening, support and retention of mentors; matching adult mentors to disadvantaged youth; community networking, including DCYF and DJJS; family and child communication; referral intake and data management; and development of quarterly newsletter.

6/01-1/02 Self-employed Child Care Provider

6/00- 4/01 Bridal Consultant, Cassie’s Bridal & Gift Shop, Concord, NH

8/99- 5/00 Infant/Toddler Teacher, NH Odd Fellows Home, Concord, NH

**Education**

- 2000 New Hampshire Technical Institute, Concord, NH  
Associate of Arts and Science  
Deans List- Honor Student- Phi Theta Kappa Member  
Related Course work: Human Services, Ethics, Psychology, and Sociology
- 2011 Nonviolent Crisis Intervention- CPI certified, 2011
- 2004 – 2012 Casey Family Services Diversity Journey Conference
- 2004 -2010 NH Governor's Conference on Volunteerism
- 2002 New Hampshire Mentoring Professional Certification Program  
Professional Certification awarded by Granite State Youth Mentors
- 1995-2000 Early Childhood Education Professional development courses
- 2002-2011 Participation in multiple professional development opportunities (avg. 20 hrs. annually), topics included:
- |                           |                      |
|---------------------------|----------------------|
| Volunteer management      | Adolescent behaviors |
| Substance abuse/addiction | Teen sexuality       |
| Poverty                   | Diversity            |
| Best Practice Standards   | Risk Management      |
| Grant writing             | Media Relations      |
| Children & Trauma         |                      |

**Volunteerism**

- Mayor's Task Force against Racism and Intolerance, Festival Committee Member 2011  
BSA/Cub Scout Program, Den Leader/committee member, 2007-2010  
Rural Families Economic Success/Casey Family Services, 2005-2009  
Franklin Children's Care Team Committee, active member since 2003

**References**

Kelly Fuller, MSW  
Former Colleague  
(H) 603-934-5372  
(C) 603-393-6738

Sue Withers  
Former Colleague  
(H) 603-715-5757

Angela Sepela, Development Director  
Former Colleague  
(H) 603-223-0686  
(C) 603-568-8364

Arolyn A. King

[REDACTED] NH 03244

**OBJECTIVE**

To obtain a position in the Human Services Field

**SKILLS PROFILE**

I have been employed since the age of 15. Over that period of time, I have almost always held position where customer service and being a good team player have been key. These are also the positions which I have excelled in. I have good communication skills, patience, and consider myself to be a fast learner. I am confident in my work and stand behind what I do. I have always believed that each individual is a representative of the company they work for, and without a good solid team the company will not thrive and be successful. It is important for the customer/client to feel comfortable and confident in the company you represent. I believe it is important to support and assist those you work with.

Additional Skills: DIS, Microsoft Word, Excel, Forklift Certified, CPR, First Aide, MANDT, Self Defense Training (sponsored by Concord Police Department)

**EMPLOYMENT HISTORY**

**Friends Emergency Housing Program Coordinator** 02/08-current  
*Concord, NH 03301*

- Assist the Program Director with the creation of Individualized case plans for each family: provide leadership in implementation of plans; monitor compliance; and coach family members in how to be successful.
- Implement program policies and procedures and provide leadership in constant quality improvements of all program operations.
- Serves as Volunteer Coordinator-coordinate the use of volunteers, including screening, training, support and recognition.
- Responsible for the upkeep, renovation and maintenance of the facility, grounds and equipment.
- Facilitate the weekly Housing Meeting of all the adult guests
- Assist in the facilitation of staff team meetings
- Assist in the development and implantation of program goals and objectives

**Crotched Mountain Rehabilitation Center-Residential Counselor** 11/07-02/08  
*Greenfield, NH 03047*


- Responsible for the personal care of brain injured children.
- Worked with the staff team in teaching children life skills, how to make good decision and worked with the children in the development pertaining to their individual goals.

**B-B Chain-Sales Associate** 2/07-10/07  
*Milford, NH 03055*

- Sold hardware, building and certifying lifting chain, tire chain, lawn and garden and clothing in construction based business.
- Worked in customer service with stocking order that are coming in and out of the store.

**EDUCATION**

**Diploma** 2000



Canaan Memorial Schools

**College:**

UMaine/Presque Isle

200-2002/Park Management and Natural Resources

**The Friends Emergency Housing Program**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jerome Madden	Executive Director	\$85,405	0%	\$0
Jean Tewksbury	Program Director	\$44,616	100%	\$44,616
Arolyn King	Program Coordinator	\$33,010	100%	\$33,010
Brooke Noonan	Case Manager	\$43,264	50%	\$21,632

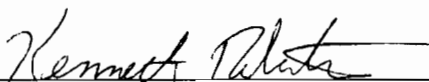
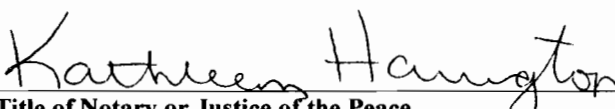

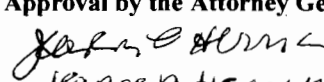
Subject: State Grant-In-Aid Funds Program

**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> Helping Hands Outreach Center		<b>1.4 Contractor Address</b> 50 Lowell Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 623-8778	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 102,768.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Kenneth Robertson Interim Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6-12-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>KATHLEEN HARRINGTON</b> Notary Public - New Hampshire My Commission Expires October 7, 2014	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Kathleen Harrington - Notary			
<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:  Glenn D. Turner, Attorney On: <u>2 Jul. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:   JK    
Date:   6-12-13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 33% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 5%.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

**NH General Funds:**

SFY14 not to exceed \$51,384.00  
SFY15 not to exceed \$51,384.00

Federal Funds: Not Applicable

**1. PROGRESS REPORTS:**

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

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

2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

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



**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$13,525.00</b>	<b>\$13,525.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$89,243.00</b>	<b>\$89,243.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$102,768.00</b>	<b>\$102,768.00</b>
<b>TOTAL GIA+Match</b>	<b>\$205,536.00</b>	



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

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Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The





Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.



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- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and



Exhibit C

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



**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials: KK  
Date: 6-12-13

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

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

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

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

*Helping Hands  
Outreach Center*

From: *7-1-13* To: *6-30-15*  
(Period Covered by this Certification)

*Kenneth Robertson Interim ~~State~~ Director*  
(Name & Title of Authorized Contractor Representative)

*Kenneth Robertson* *6-12-13*  
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

Kenneth Robertson  
(Contractor Representative Signature)

Kenneth Robertson Interim Director  
(Authorized Contractor Representative Name & Title)

Helping Hands Outreach Center  
(Contractor Name)

6-12-13  
(Date)

**NH Department of Health and Human Services**  
**STANDARD EXHIBIT F**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: 742

Date: 6-12-13



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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

Kenneth Robertson                      Kenneth Robertson Interim Director  
 (Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Helping Hands Outreach ~~Center~~ <sup>Center</sup>                      6-12-13  
 (Contractor Name)                      (Date)

Contractor Initials: KR  
 Date: 6-12-13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Kenneth Robertson      Kenneth Robertson Interim Director  
(Contractor Representative Signature)      (Authorized Contractor Representative Name & Title)

Helping Hands Outreach Center      6-12-13  
(Contractor Name)      (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Kenneth Robertson  
(Contractor Representative Signature)

Kenneth Robertson Interim Director  
(Authorized Contractor Representative Name & Title)

Helping Hands Outreach Center  
(Contractor Name)

6-12-13  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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



(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Kenneth Robertson      Kenneth Robertson Interim Director

(Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Helping Hands Outreach Center      6-12-13

(Contractor Name)    (Date)

Contractor initials: KR  
Date: 6-12-13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

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

NH DHHS  
The State Agency Name

Helping Hands Outreach Center  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Kenneth Robertson  
Signature of Authorized Representative

MARY Ann Cooney  
Name of Authorized Representative

Kenneth Robertson  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Interim Director  
Title of Authorized Representative

7/10/13  
Date

6-12-13  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

780126991

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: KR

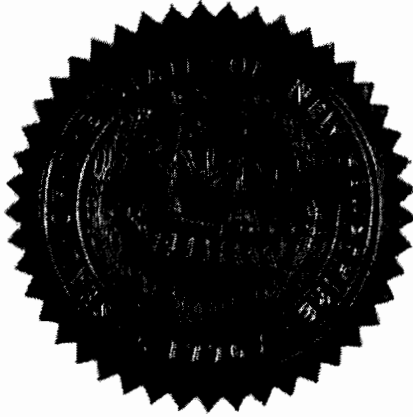
Date: 6-12-13

Page # \_\_\_\_\_ of Page # \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Helping Hands Outreach Ministries, Inc. is a New Hampshire nonprofit corporation formed January 11, 1988. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, Charles E Therman do hereby certify that:

1. I am the duly elected Clerk of Helping Hands Outreach Center  
Name of Corporation  
(hereinafter the "Corporation").

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on May 28, 2013

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services, concerning the following matter: New Hampshire Emergency Shelter State Grant-In-Aid Funds

RESOLVED: That the (Executive Director) (President) (Vice President) (Treasurer) hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 12, 2013.

Kenneth Robertson is duly elected (Executive  
Director) (President) (Vice President) (Treasurer) of the Corporation.

(Seal)  
(Corporation)

Charles E  
Signature of Board Secretary

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledged before me this 12 day of June, 2013<sup>rd</sup>  
by Charles E Therrien  
Name of Board Secretary

(Seal)  
(Notary Public)

Kathleen Harrington  
Name:  
Title: Notary Public/Justice of the Peace  
Commission Expires:

**KATHLEEN HARRINGTON**  
Notary Public - New Hampshire  
My Commission Expires October 7, 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2013

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Nicole Laprise, ACSR,AAI <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> nlaprise@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Cincinnati Ins Co	<b>NAIC #</b>
<b>INSURED</b> Helping Hands Outreach Ministries Inc 50 Lowell Street  Manchester NH 03101		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 13-14 GL                      **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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			ENP0178094/EBA0178094	1/1/2013	1/1/2014	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 - COM/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED     RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS     OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  eric.borrin@dhhs.state.nh.  State of NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Kevin Powers/JSC <i>Kevin J. Powers</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2013

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

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

<b>PRODUCER</b> Elliot Insurance Agency A Division Of Stanhope Associates, Inc 11 North Mast Street Goffstown NH 03045	<b>CONTACT NAME:</b> Deborah Stanhope <b>PHONE (A/C, No. Ext):</b> (603) 497-4143 <b>FAX (A/C, No):</b> (603) 497-2521 <b>E-MAIL ADDRESS:</b> dstanhope@elliott-ins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ace American</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ace American		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Ace American														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

**COVERAGES**                      **CERTIFICATE NUMBER: CL1361800062**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	<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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6S62UB5B92914613	4/17/2013	4/17/2014	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
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E.L. DISEASE - POLICY LIMIT	\$ 500,000														

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

<b>CERTIFICATE HOLDER</b>  ken@h-oc.org  Bureau of Homeless & Housing Srvs 105 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  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  Lynn Lavallee/LAVALL
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**HELPING HANDS OUTREACH MINISTRIES, INC.**

**FINANCIAL REPORT**

**YEAR ENDED JUNE 30, 2011**

## CONTENTS

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**JOHN RILEY & COMPANY**  
CERTIFIED PUBLIC ACCOUNTANT  
P.O. Box 234  
CENTER BARNSTEAD, NEW HAMPSHIRE 03225  
CELL 603-731-9854 FAX 603-776-1120

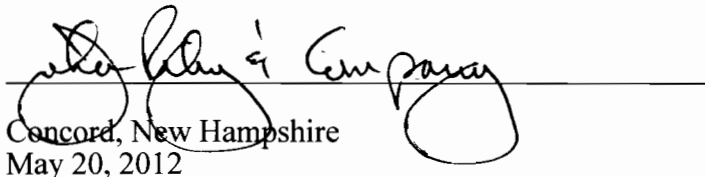
**INDEPENDENT AUDITOR'S REPORT**

To the Directors  
Helping Hands Outreach Ministries, Inc.  
Manchester, New Hampshire

I have audited the accompanying statement of financial position of Helping Hands Outreach Ministries, Inc. as of June 30, 2011 and the related statements of activities, change in net assets and cash flows for the year then ended. These financial statements are the responsibility of the Ministry's management. My responsibility is to express an opinion on these financial statements based on my audit.

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

In my opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of Helping Hands Outreach Ministries, Inc. as of June 30, 2011, and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

  
Concord, New Hampshire  
May 20, 2012

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2011**

**ASSETS**

<b>CURRENT ASSETS</b>	
Cash and equivalents	\$ 25,585
Accounts and grants receivable	10,178
	<u>35,763</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>	
Land and buildings	892,912
Building improvements	66,089
Furniture and equipment	53,705
	<u>1,012,706</u>
Less accumulated depreciation	(158,895)
	<u>853,811</u>
<b>OTHER ASSETS, construction in progress</b>	<u>904,224</u>
	<u>\$ 1,793,798</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>	
Note payable, bank	\$ 49,822
Current maturities of long-term debt	458,142
Accounts payable	15,329
	<u>523,293</u>
<b>OTHER LIABILITY, long-term debt less current maturities</b>	<u>628,478</u>
<b>NET ASSETS</b>	
Unrestricted net assets	639,402
Temporarily restricted net assets	2,625
	<u>642,027</u>
	<u>\$ 1,793,798</u>

See Notes to Financial Statements

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**STATEMENT OF ACTIVITIES**  
**Year Ended June 30, 2011**

UNRESTRICTED NET ASSETS

Revenue and Support:

Support - public agencies	\$ 69,882
Support - individuals, corporations and churches	9,605
Rents	6,735
Program service revenues	132,470
Interest income	247
	<u>218,939</u>
Net assets released from restrictions	200,836
	<u>419,775</u>

Functional expenses:

Program services	352,521
Management and general	2,500
Fundraising	-
	<u>355,021</u>

Increase in unrestricted net assets 64,754

TEMPORARILY RESTRICTED NET ASSETS

Support - public agencies	144,878
Net assets released from restrictions	
Satisfaction of donor-imposed restrictions	<u>(200,836)</u>
(Decrease) in temporarily restricted net assets	<u>(55,958)</u>

INCREASE IN NET ASSETS 8,796

NET ASSETS, beginning of year 633,231

NET ASSETS, end of year \$ 642,027

See Notes to Financial Statements

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**Year Ended June 30, 2011**

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Fundraising</u>	<u>Total</u>
Automobile expense	\$ 8,088	\$ -	\$ -	\$ 8,088
Benevolence	1,425	-	-	1,425
Salaries and wages	131,586	-	-	131,586
Payroll taxes	10,839	-	-	10,839
Depreciation and amortization	21,409	-	-	21,409
Employee benefit - major medical	17,843	-	-	17,843
Insurance - worker compensation	4,199	-	-	4,199
Miscellaneous	171	-	-	171
Occupancy:				
Insurance - building	6,353	-	-	6,353
Repairs and maintenance	15,600	-	-	15,600
Utilities	51,987	-	-	51,987
Office supplies and expense	2,487	-	-	2,487
Professional fees	7,864	2,500	-	10,364
Shelter supplies	8,272	-	-	8,272
Gendron House supplies	24,484	-	-	24,484
Interest expense	14,385	-	-	14,385
Telephone	11,376	-	-	11,376
Bank service charges	358	-	-	358
Other direct program expenses	13,795	-	-	13,795
	<u>\$ 352,521</u>	<u>\$ 2,500</u>	<u>\$ -</u>	<u>\$ 355,021</u>

See Notes to Financial Statements

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**STATEMENT OF CASH FLOWS**  
**Year Ended June 30, 2011**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Increase in net assets	\$ 8,796
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:	
Depreciation	21,409
Decrease in accounts receivable	75,951
(Decrease) in accounts payable and accrued expenses	<u>(5,000)</u>
Net cash provided by operating activities	<u>101,156</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Increase in construction in progress	<u>(60,447)</u>
Net cash (used in) investing activities	<u>(60,447)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Repayments of long-term debt	<u>(18,656)</u>
Net cash (used in) financing activities	<u>(18,656)</u>
Net (decrease) in cash and cash equivalents	22,053
Cash and cash equivalents, beginning of year	<u>3,532</u>
Cash and cash equivalents, end of year	<u>\$ 25,585</u>

**SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION**

Cash payments for:	
Interest	\$ <u>14,385</u>

**SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING ACTIVITIES**

Original cost of building improvements and equipment	\$ 115,538
Transferred from construction-in-progress	<u>(55,091)</u>
Cash payments for building improvements and equipment purchases	<u>60,447</u>

See Notes to Financial Statements



**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2011**

**NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization:**

Helping Hands Outreach Ministries, Inc. (the Ministry) is a New Hampshire nonprofit corporation organized to provide services to the needy such as transitional housing, food, clothing and other services so as to provide relief from poverty and distress in the community. The Ministry is supported primarily through donor contributions and grants.

**Significant Accounting Policies**

**Basis of accounting:**

The financial records of the Ministry are maintained on the accrual basis of accounting.

**Financial Statement Presentation:**

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 116, *Accounting for Contributions Received and Made* and SFAS No. 117, *Financial Statements of Not-for-Profit Organizations*. SFAS No. 116 requires that certain unconditional promises to give (pledges) and contributions be recorded as support in the period received. Under SFAS No. 117, the Ministry is required to report information regarding its financial position and activities according to three classes of assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Cash and Cash Equivalents:**

For purpose of the statement of cash flows, the Ministry considers cash and cash equivalents to include only cash on hand, cash in checking accounts, and certain savings accounts, certificates of deposit and money market accounts if readily available for current operations.

**Promises to Gives:**

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

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**  
**June 30, 2011**

**NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Income Tax Status:**

The Ministry is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, any income from activities not directly related to the Ministry's tax-exempt purpose is subjected to taxation as unrelated business income. In addition, the Ministry qualifies for the charitable contribution deduction under Section 170(b)(1)(A) of the Code, and has been classified as an organization that is not a private foundation under Section 509(a).

**Property and Equipment:**

Property and equipment are recorded at cost if purchased or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets of 5 to 39 years.

The Ministry's policy is to capitalize property and equipment acquisitions and improvements that either increase the value of an asset or increase the estimated useful life of an asset.

**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 and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Donated Materials, Facilities and Services:**

Donated materials and facilities are recorded as contributions and as property and equipment or expense in the period received at fair value. SFAS 1116 requires unconditional promises to give materials and facilities to be recorded as contributions even though the Ministry may not receive the assets or benefits until a future period.

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2011**

NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Shelter Furnishings:

Furnishings for the shelter operated by the Ministry consist primarily of donated furniture and fixtures. No amounts for donated shelter furnishings have been reflected on the statement of financial position, as the Ministry does not deem such amounts to be materially sufficient to warrant capitalization. Purchased shelter furnishings are generally expensed in the year of purchase.

Functional Expenses:

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

Accounts Receivable:

Accounts receivable do not include an allowance for doubtful accounts since the Ministry believes all amounts to be collectible.

NOTE 2. IN-KIND DONATIONS

A substantial number of volunteers have donated significant amounts of time to the Ministry's programs and support services. However, no amounts have been reflected in the statement of activities for contributed services as no objective basis is available to measure the value of such services. Contributed services include services in such areas as counseling, distribution of food, clothing and household goods, computer programming and maintenance, management, accounting and finance, legal and professional, fundraising and administrative support.

In accordance with generally accepted accounting principles, no amounts are reflected in the statements of operations for donated goods that are received by the Ministry and redistributed to the ultimate beneficiaries. Donated services of \$480 have been reflected in the financial statements, relating to professional fees valued at \$2,980 for which the Ministry was billed \$2,500.

NOTE 3. RESTRICTIONS ON NET ASSETS

Substantially all of the restrictions on net assets at June 30, 2011 are related to funds awarded through various public agencies to benefit future periods.

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2011**

NOTE 3. RESTRICTIONS ON NET ASSETS (Continued)

Temporarily restricted net assets are available for the following purposes or periods:

For subsequent periods:

Heritage United Way	<u>\$ 2,625</u>
---------------------	-----------------

There were no permanently restricted assets at the balance sheet date.

NOTE 4. NOTE PAYABLE AND LONG-TERM DEBT

Details of the Ministry's note payable and long-term debt are as follows:

Current note payable:

Demand note payable, bank, with interest at 6.8%, collateralized by real estate	<u>\$ 49,822</u>
--	------------------

Long-term debt:

Note payable, bank, with interest at 7.5%, due in monthly installments of \$1,194 through December 2011, with a balloon payment of \$129,136 due December 2011, col- lateralized by real estate	\$ 130,588
Note payable, bank, with interest at 6.7%, due in monthly installments of \$3,042 through September 2027, collat- eralized by real estate	356,339
Note payable, other financing entity, with a variable rate of interest (9% at June 30, 2009) through December 2010, with a balloon payment of \$300,000 due December 2010	300,000
Note payable, other financing entity, with interest at 0%, due in annual installments of \$14,985 through October 2027	<u>299,693</u>
	1,086,620
Less: current maturities	<u>( 458,142)</u>
Long-term debt	<u>\$ 628,478</u>

The Ministry has a line of credit arrangement with TD Banknorth (Manchester, NH) in the amount of \$50,000. At June 30, 2011, borrowings against this line amounted to \$49,822. At June 30, 2011, the Ministry was substantially in compliance with the terms and conditions with its debt covenants.

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**  
**June 30, 2011**

**NOTE 5. SUPPORT FROM GRANTS AND AWARDS**

Unconditional grants and awards consist of promises received during the year ended June 30, 2011:

Unrestricted:

U.S Department of Housing and Urban Development – Operating grant	\$ 29,742
City of Manchester Emergency Shelter Grant - CIP	<u>40,140</u>
	<u>\$ 69,882</u>

Temporarily restricted:

State of New Hampshire – Grant-In-Aid	\$ 7,501
United Way Services	<u>137,377</u>
Total Temporarily Restricted	<u>\$ 144,878</u>

**NOTE 6. ECONOMIC DEPENDENCY**

The Ministry receives a substantial portion of its support from federal and state government entities. A significant reduction in the level of this support, if it were to occur, might have an effect on the Ministry’s ability to deliver its programs and conduct its activities.

**NOTE 7. NET ASSETS RELEASED FROM RESTRICTIONS**

Net assets released from restrictions during the year ended June 30, 2011 due to expiration of time:

State of New Hampshire - Grants-in-Aid	\$ 11,251
Federal Emergency Management Agency Grant	2,500
United Way Services	<u>187,085</u>
	<u>\$ 200,836</u>

**NOTE 8. CONTINGENCY AND SUBSEQUENT EVENT**

The facility from which the Ministry operates is not in technical compliance with the Federal Code Requirements of the Americans with Disabilities Act (ADA). Management has estimated that a cost of \$65,000 would be required to bring the facility up to code standards. The Ministry’s ability to receive future grant awards could be negatively impacted should the Ministry’s facility not be brought into compliance with the ADA in the near future.

**NOTE 9. CONSTRUCTION IN PROGRESS AND SUBSEQUENT EVENT**

At June 30, 2011, the Ministry was in the process of a “Permanent Supportive Housing” facility at 335 Somerville Street in Manchester, New Hampshire. Capitalized costs to-date at June 30, 2011 amounted to \$904,224, including capitalized construction period interest and taxes.

**HELPING HANDS OUTREACH MINISTRIES, INC.**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**  
**June 30, 2011**

**NOTE 9. CONSTRUCTION IN PROGRESS AND SUBSEQUENT EVENT (Continued)**

Subsequent to June 30, 2011, the Ministry transferred its interest in the 335 Somerville Street project to another exempt organization which provides services for homeless individuals. On October 23, 2011, the Ministry sold the property for \$465,000. Related direct debt of \$300,000 at June 30, 2011 was paid off as part of this transaction.

**NOTE 10. CONTINGENCIES**

The Ministry has adopted FASB Interpretation No. 48, *Accounting for Uncertainties in Income Taxes*, an interpretation of FASB Statement No. 109 ("FIN 48"). FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of the tax position taken or expected to be taken in a tax return, and provides guidance related to classification and disclosure matters. At June 30, 2011, the Ministry's management believes it had no uncertain tax positions that would require recognition or a loss accrual.

The Ministry files Form 990. With few exceptions, the Ministry is no longer subject to U.S. federal tax examinations for years prior to 2009.

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

The organization may have to use a copy of this return to satisfy state reporting requirements.

Department of the Treasury  
Internal Revenue Service

**A** For the 2010 calendar year, or tax year beginning 7/1/2010, and ending 6/30/2011

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Terminated  
 Amended return  
 Application pending

**C** Name of organization HELPING HANDS OUTREACH MINISTRIES, INC.  
 Doing Business As \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
P.O. BOX 3551, 50 LOWELL STREET  
 City or town, state or country, and ZIP + 4  
MANCHESTER NH 03105-3551

**D** Employer identification number 02-0418983

**E** Telephone number \_\_\_\_\_

**F** Name and address of principal officer:  
Craig Everett 50 Lowell Street, Manchester, NH 03105

**G** Gross receipts \$ 363,817

**H(a)** Is this a group return for affiliates?  Yes  No  
**H(b)** Are all affiliates included?  Yes  No  
 If "No," attach a list. (see instructions)

**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ N/A

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 1993 **M** State of legal domicile: NH

Part I Summary		Prior Year	Current Year
Activities & Governance	<b>1</b> Briefly describe the organization's mission or most significant activities: <u>Transitional and permanent supportive housing - provides shelter in the greater Manchester (NH) area. Services include housing, counseling (including substance abuse counseling), job search assistance, etc.</u>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>7</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>7</b>
	<b>5</b> Total number of individuals employed in calendar year 2010 (Part V, line 2a)	<b>5</b>	<b>6</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	<b>0</b>	
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h)	233,644	218,715
	<b>9</b> Program service revenue (Part VIII, line 2g)	174,495	144,855
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	22	247
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	408,161	363,817
Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	153,505	160,268
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶	0	0
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24f)	180,507	194,753
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	334,012	355,021	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	74,149	8,796	
Net Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year 1,808,658	End of Year 1,793,798
	<b>21</b> Total liabilities (Part X, line 26)	1,175,427	1,151,771
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	633,231	642,027

**Part II Signature Block**  
 Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer \_\_\_\_\_ Date \_\_\_\_\_

Type or print name and title \_\_\_\_\_

**Paid Preparer's Use Only**

Print/Type preparer's name John W. Riley, CPA Preparer's signature [Signature] Date 9/13/2012 Check  if self-employed PTIN Applied for

Firm's name ▶ JOHN RILEY & COMPANY Firm's EIN ▶ \_\_\_\_\_

Firm's address ▶ P.O. BOX 234, CTR BARNSTEAD, NH 03225-0234 Phone no. (603)731-9854

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response to any question in this Part III

1 Briefly describe the organization's mission:  
Provide services to needy and at-risk men in the greater Manchester (NH) area - housing, food, clothing, job search assistance, substance abuse counseling, etc.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No  
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No  
If "Yes," describe these changes on Schedule O.

4 Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 347,990 including grants of \$ 0 ) (Revenue \$ 0 )  
Provide shelter, food, clothing, job search assistance, counseling (including substance abuse counseling), etc. in the Manchester (NH) area

4b (Code: ) (Expenses \$ 0 including grants of \$ 0 ) (Revenue \$ 0 )

4c (Code: ) (Expenses \$ 0 including grants of \$ 0 ) (Revenue \$ 0 )

4d Other program services. (Describe in Schedule O.)  
(Expenses \$ 0 including grants of \$ 0 ) (Revenue \$ 0 )

4e Total program service expenses ▶ 347,990



**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A . . . . .	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? (see instructions) . . . . .		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III . . . . .		
6 Did the organization maintain any donor advised funds or any similar funds or accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I . . . . .		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II . . . . .		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III . . . . .		X
9 Did the organization report an amount in Part X, line 21; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV . . . . .		X
10 Did the organization, directly or through a related organization, hold assets in term, permanent, or quasi-endowments? If "Yes," complete Schedule D, Part V . . . . .		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable . . . . .		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI . . . . .	X	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII . . . . .		X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII . . . . .		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX . . . . .	X	
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X . . . . .		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X . . . . .	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI, XII, and XIII . . . . .	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional . . . . .		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .		X
14a Did the organization maintain an office, employees, or agents outside of the United States? . . . . .		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, and program service activities outside the United States? If "Yes," complete Schedule F, Parts I and IV . . . . .		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? If "Yes," complete Schedule F, Parts II and IV . . . . .		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? If "Yes," complete Schedule F, Parts III and IV . . . . .		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions) . . . . .		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II . . . . .		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III . . . . .		X
20a Did the organization operate one or more hospitals? If "Yes," complete Schedule H . . . . .		X
b If "Yes" to line 20a, did the organization attach its audited financial statements to this return? <b>Note.</b> Some Form 990 filers that operate one or more hospitals must attach audited financial statements (see instructions) . . . . .		X

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
21 Did the organization report more than \$5,000 of grants and other assistance to governments and organizations in the United States on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II . . . . .</i>		X
22 Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III . . . . .</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J . . . . .</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25 . . . . .</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? . . . . .		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? . . . . .		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? . . . . .		
25a <b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I . . . . .</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I . . . . .</i>		X
26 Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? <i>If "Yes," complete Schedule L, Part II . . . . .</i>		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor, or a grant selection committee member, or to a person related to such an individual? <i>If "Yes," complete Schedule L, Part III . . . . .</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV . . . . .</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV . . . . .</i>		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV . . . . .</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M . . . . .</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M . . . . .</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I . . . . .</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II . . . . .</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I . . . . .</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1 . . . . .</i>		X
35 Is any related organization a controlled entity within the meaning of section 512(b)(13)? . . . . .		X
a Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2 . . . . .</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
36 <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2 . . . . .</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI . . . . .</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O. . . . .	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response to any question in this Part V

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 1a through 14b regarding Form 1096, Form W-2G, backup withholding, Form W-3, Form 990-T, Form 8886-T, Form 8282, Form 8899, Form 1098-C, Form 4966, Form 501(c)(7), Form 501(c)(12), Form 4947(a)(1), and Form 501(c)(29).

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response to any question in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year . . . . .		
1b	Enter the number of voting members included in line 1a, above, who are independent . . . . .		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person? . . . . .		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		X
6	Does the organization have members or stockholders? . . . . .		X
7a	Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body? . . . . .		X
7b	Are any decisions of the governing body subject to approval by members, stockholders, or other persons? . . . . .		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	a The governing body? . . . . .	X	
8b	b Each committee with authority to act on behalf of the governing body? . . . . .	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O . . . . .		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Does the organization have local chapters, branches, or affiliates? . . . . .		X
10b	b If "Yes," does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization? . . . . .		
11a	Has the organization provided a copy of this Form 990 to all members of its governing body before filing the form? . . . . .	X	
11b	b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Does the organization have a written conflict of interest policy? If "No," go to line 13 . . . . .	X	
12b	b Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .	X	
12c	c Does the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this is done . . . . .	X	
13	Does the organization have a written whistleblower policy? . . . . .		X
14	Does the organization have a written document retention and destruction policy? . . . . .	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	a The organization's CEO, Executive Director, or top management official. . . . .	X	
15b	b Other officers or key employees of the organization . . . . .		X
15c	If "Yes" to line 15a or 15b, describe the process in Schedule O. (See instructions.) . . . . .		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		X
16b	b If "Yes," has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed  NH
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.  
 Own website  Another's website  Upon request
- 19 Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public.
- 20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization:  Craig Everett (603)623-8778  
 50 Lowell Street, Manchester, NH 03105-3551

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response to any question in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Rev. Kenneth Robertson Chairman	1.	X		X				0	0	0
(2) Craig Everett Exec Dir / Treasurer	40.	X		X	X			0	0	0
(3) David Harrington Director	1.	X						0	0	0
(4) Geoffrey Kacoyanis Director	1.	X						0	0	0
(5) Rev. John Cerrato Director	1.	X						0	0	0
(6) Stephen Willette Director	1.	X						0	0	0
(7) Charles Therrien Secretary & Director	1.	X		X				0	0	0
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										
(15)										
(16)										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(17) .....										
(18) .....										
(19) .....										
(20) .....										
(21) .....										
(22) .....										
(23) .....										
(24) .....										
(25) .....										
(26) .....										
(27) .....										
(28) .....										
<b>1b Sub-total</b> .....							0	0	0	
<b>c Total from continuation sheets to Part VII, Section A</b> .....							0	0	0	
<b>d Total (add lines 1b and 1c)</b> .....							0	0	0	

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization **0**

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i> .....		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i> .....		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i> .....		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization.

(A) Name and business address	(B) Description of services	(C) Compensation
		0
		0
		0
		0
		0

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 in compensation from the organization **0**

Part VIII Statement of Revenue				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
Contributions, gifts, grants and other similar amounts	1a	Federated campaigns . . . . .	1a	0				
	b	Membership dues . . . . .	1b	0				
	c	Fundraising events . . . . .	1c	0				
	d	Related organizations . . . . .	1d	0				
	e	Government grants (contributions) . . . . .	1e	74,883				
	f	All other contributions, gifts, grants, and similar amounts not included above . . . . .	1f	143,832				
	g	Noncash contributions included in lines 1a-1f: \$ . . . . .		0				
	h	<b>Total.</b> Add lines 1a-1f . . . . .		218,715				
	Program Service Revenue				<b>Business Code</b>			
2a		V.A. Contract . . . . .		63,698				
b		Resident donations & rents . . . . .		80,113				
c		Voucher income . . . . .		1,044				
d		. . . . .		0				
e		. . . . .		0				
f		All other program service revenue . . . . .		0				
g		<b>Total.</b> Add lines 2a-2f . . . . .		144,855				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) . . . . .		247				
	4	Income from investment of tax-exempt bond proceeds . . . . .		0				
	5	Royalties . . . . .		0				
	6a			(i) Real	(ii) Personal			
		Gross Rents . . . . .						
		b Less: rental expenses . . . . .						
		c Rental income or (loss) . . . . .		0	0			
	d	Net rental income or (loss) . . . . .			0			
	7a			(i) Securities	(ii) Other			
		Gross amount from sales of assets other than inventory . . . . .		0	0			
		b Less: cost or other basis and sales expenses . . . . .		0	0			
		c Gain or (loss) . . . . .		0	0			
	d	Net gain or (loss) . . . . .			0			
	8a	Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18 . . . . .		a	0			
		b Less: direct expenses . . . . .		b	0			
		c Net income or (loss) from fundraising events . . . . .				0		
	9a	Gross income from gaming activities. See Part IV, line 19. . . . .		a	0			
		b Less: direct expenses . . . . .		b	0			
c Net income or (loss) from gaming activities . . . . .				0				
10a	Gross sales of inventory, less returns and allowances . . . . .		a	0				
	b Less: cost of goods sold . . . . .		b	0				
	c Net income or (loss) from sales of inventory . . . . .				0			
Miscellaneous Revenue			<b>Business Code</b>					
11a	. . . . .			0				
b	. . . . .			0				
c	. . . . .			0				
d	All other revenue . . . . .			0				
e	<b>Total.</b> Add lines 11a-11d . . . . .			0				
12	<b>Total revenue.</b> See instructions. . . . .			363,817	0	0	0	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.

All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21 . . . . .	0			
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22 . . . . .	0			
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16 . . . . .	0			
4 Benefits paid to or for members . . . . .	0			
5 Compensation of current officers, directors, trustees, and key employees . . . . .	60,000	60,000		
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .	0			
7 Other salaries and wages . . . . .	71,586	71,586		
8 Pension plan contributions (include section 401(k) and section 403(b) employer contributions) . . . . .	0			
9 Other employee benefits . . . . .	17,843	17,843		
10 Payroll taxes . . . . .	10,839	10,839		
11 Fees for services (non-employees):				
a Management . . . . .	0			
b Legal . . . . .	0			
c Accounting . . . . .	10,364	5,182	5,182	
d Lobbying . . . . .	0			
e Professional fundraising services. See Part IV, line 17 . . . . .	0			
f Investment management fees . . . . .	0			
g Other . . . . .	0			
12 Advertising and promotion . . . . .	0			
13 Office expenses . . . . .	0			
14 Information technology . . . . .	0			
15 Royalties . . . . .	0			
16 Occupancy . . . . .	73,940	73,940		
17 Travel . . . . .	8,088	8,088		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .	0			
19 Conferences, conventions, and meetings . . . . .	0			
20 Interest . . . . .	14,385	14,385		
21 Payments to affiliates . . . . .	0			
22 Depreciation, depletion, and amortization . . . . .	21,409	21,409	0	0
23 Insurance . . . . .	0			
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24f. If line 24f amount exceeds 10% of line 25, column (A) amount, list line 24f expenses on Schedule O.)				
a Direct program expenses . . . . .	13,966	13,966		
b Telephone . . . . .	11,376	10,238	1,138	
c Insurance - worker comp . . . . .	4,199	4,199		
d Direct program expenses - food / supplies . . . . .	32,756	32,756		
e Office supplies/expense . . . . .	2,845	2,134	711	
f All other expenses Benevolence . . . . .	1,425	1,425		
<b>25 Total functional expenses.</b> Add lines 1 through 24f . . . . .	<b>355,021</b>	<b>347,990</b>	<b>7,031</b>	<b>0</b>
26 <b>Joint costs.</b> Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720). Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation . . . . .				



**Part X Balance Sheet**

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	3,192	<b>1</b>	25,245
	<b>2</b> Savings and temporary cash investments . . . . .	340	<b>2</b>	340
	<b>3</b> Pledges and grants receivable, net . . . . .	86,129	<b>3</b>	10,178
	<b>4</b> Accounts receivable, net . . . . .	0	<b>4</b>	0
	<b>5</b> Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L . . . . .		<b>5</b>	
	<b>6</b> Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) . . . . .		<b>6</b>	
	<b>7</b> Notes and loans receivable, net . . . . .	0	<b>7</b>	0
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . .		<b>9</b>	
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	<b>10a</b> 1,012,706		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 158,895	759,682	<b>10c</b> 853,811
	<b>11</b> Investments—publicly traded securities . . . . .	0	<b>11</b>	0
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .	0	<b>12</b>	0
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .	0	<b>13</b>	0
	<b>14</b> Intangible assets . . . . .	0	<b>14</b>	0
	<b>15</b> Other assets. See Part IV, line 11 . . . . .	959,315	<b>15</b>	904,224
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 34) . . . . .	1,808,658	<b>16</b>	1,793,798	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	20,329	<b>17</b>	15,329
	<b>18</b> Grants payable . . . . .		<b>18</b>	
	<b>19</b> Deferred revenue . . . . .		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		<b>21</b>	
	<b>22</b> Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L . . . . .		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .	1,155,098	<b>23</b>	1,136,442
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .	0	<b>24</b>	0
	<b>25</b> Other liabilities. Complete Part X of Schedule D . . . . .	0	<b>25</b>	0
	<b>26 Total liabilities.</b> Add lines 17 through 25 . . . . .	1,175,427	<b>26</b>	1,151,771
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27 through 29, and lines 33 and 34.</b>			
	<b>27</b> Unrestricted net assets . . . . .	574,648	<b>27</b>	639,402
	<b>28</b> Temporarily restricted net assets . . . . .	58,583	<b>28</b>	2,625
	<b>29</b> Permanently restricted net assets . . . . .		<b>29</b>	
	<b>Organizations that do not follow SFAS 117, check here</b> <input type="checkbox"/> <b>and complete lines 30 through 34.</b>			
	<b>30</b> Capital stock or trust principal, or current funds . . . . .		<b>30</b>	
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>31</b>	
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>32</b>	
<b>33</b> Total net assets or fund balances . . . . .	633,231	<b>33</b>	642,027	
<b>34</b> Total liabilities and net assets/fund balances . . . . .	1,808,658	<b>34</b>	1,793,798	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	363,817
2	Total expenses (must equal Part IX, column (A), line 25)	2	355,021
3	Revenue less expenses. Subtract line 2 from line 1	3	8,796
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	633,231
5	Other changes in net assets or fund balances (explain in Schedule O)	5	0
6	Net assets or fund balances at end of year. Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B))	6	642,027

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response to any question in this Part XII

1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_  
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant?

b Were the organization's financial statements audited by an independent accountant?

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?  
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

d If "Yes" to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both:

Separate basis  Consolidated basis  Both consolidated and separate basis

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.

	Yes	No
2a		X
2b	X	
2c	X	
3a		X
3b		

# Depreciation and Amortization

## (Including Information on Listed Property)

Department of the Treasury  
Internal Revenue Service (99)

▶ See separate instructions.      ▶ Attach to your tax return.

Name(s) shown on return <b>HELPING HANDS OUTREACH MINISTRIES, I</b>	Business or activity to which this form relates <b>990</b>	Identifying number <b>02-0418983</b>
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**Part I Election To Expense Certain Property Under Section 179**

*Note: If you have any listed property, complete Part V before you complete Part I.*

1 Maximum amount (see instructions)	<b>1</b>	500,000
2 Total cost of section 179 property placed in service (see instructions)	<b>2</b>	3,000
3 Threshold cost of section 179 property before reduction in limitation (see instructions)	<b>3</b>	2,000,000
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	<b>4</b>	0
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	<b>5</b>	500,000

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost	
7 Listed property. Enter the amount from line 29			<b>7</b>
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7			<b>8</b>
9 Tentative deduction. Enter the smaller of line 5 or line 8			<b>9</b>
10 Carryover of disallowed deduction from line 13 of your 2009 Form 4562.			<b>10</b>
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)			<b>11</b>
12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11			<b>12</b>
13 Carryover of disallowed deduction to 2011. Add lines 9 and 10, less line 12			<b>13</b>

*Note: Do not use Part II or Part III below for listed property. Instead, use Part V.*

**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)**

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	<b>14</b>	
15 Property subject to section 168(f)(1) election	<b>15</b>	
16 Other depreciation (including ACRS)	<b>16</b>	2,592

**Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**

**Section A**

17 MACRS deductions for assets placed in service in tax years beginning before 2010	<b>17</b>	15,447
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

**Section B - Assets Placed in Service During 2010 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19 a 3-year property						
b 5-year property		3,000	5	HY	200DB	600
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property	7/29/2010	112,537	39 yrs.	MM	S/L	2,770

**Section C - Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System**

20 a Class life					
b 12-year			12 yrs.		S/L
c 40-year			40 yrs.	MM	S/L

**Part IV Summary (See instructions.)**

21 Listed property. Enter amount from line 28	<b>21</b>	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	<b>22</b>	21,409
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	<b>23</b>	

For Paperwork Reduction Act Notice, see separate instructions.

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2010**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

Name of the organization HELPING HANDS OUTREACH MINISTRIES, INC.	Employer identification number 02-0418983
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**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box that describes the type of supporting organization and complete lines 11e through 11h.  
 a  Type I      b  Type II      c  Type III—Functionally integrated      d  Type III—Other

e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).

f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box

g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? . . . . .	11g(i)	
(ii) A family member of a person described in (i) above? . . . . .	11g(ii)	
(iii) A 35% controlled entity of a person described in (i) or (ii) above? . . . . .	11g(iii)	

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									0
(B)									0
(C)									0
(D)									0
(E)									0
<b>Total</b>									0

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .	120,620	110,508	106,831	233,644	218,715	790,318
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .	0					0
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .	0					0
<b>4 Total.</b> Add lines 1 through 3 . . . . .	120,620	110,508	106,831	233,644	218,715	790,318
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . . . .						
<b>6 Public support.</b> Subtract line 5 from line 4.						790,318

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
<b>7</b> Amounts from line 4 . . . . .	120,620	110,508	106,831	233,644	218,715	790,318
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . . .	2,164	257	13	22	247	2,703
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .						0
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.) . . . . .	93,224	123,851	165,651	174,495		557,221
<b>11 Total support.</b> Add lines 7 through 10 . . . . .						1,350,242
<b>12</b> Gross receipts from related activities, etc. (see instructions) . . . . .					12	
<b>13 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . . ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2010 (line 6, column (f) divided by line 11, column (f)) . . . . .	<b>14</b>	58.53%
<b>15</b> Public support percentage from 2009 Schedule A, Part II, line 14 . . . . .	<b>15</b>	49.00%
<b>16a 33 1/3% support test—2010.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . . ▶ <input checked="" type="checkbox"/>		
<b>b 33 1/3% support test—2009.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
<b>17a 10%-facts-and-circumstances test—2010.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization. . . . . ▶ <input type="checkbox"/>		
<b>b 10%-facts-and-circumstances test—2009.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . . ▶ <input type="checkbox"/>		
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ▶ <input type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	0					0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . . .	0					0
3 Gross receipts from activities that are not an unrelated trade or business under section 513 . . . . .						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .	0					0
5 The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .	0					0
6 Total. Add lines 1 through 5 . . . . .	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .						0
c Add lines 7a and 7b . . . . .	0	0	0	0	0	0
8 Public support (Subtract line 7c from line 6.) . . . . .						0

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
9 Amounts from line 6 . . . . .	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . . .						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						0
c Add lines 10a and 10b . . . . .	0	0	0	0	0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.) . . . . .	0					0
13 Total support. (Add lines 9, 10c, 11, and 12.) . . . . .	0	0	0	0	0	0

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . .

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2010 (line 8, column (f) divided by line 13, column (f)) . . . . .	15	0.00%
16 Public support percentage from 2009 Schedule A, Part III, line 15 . . . . .	16	0.00%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2010 (line 10c, column (f) divided by line 13, column (f)) . . . . .	17	0.00%
18 Investment income percentage from 2009 Schedule A, Part III, line 17 . . . . .	18	0.00%

19a **33 1/3% support tests—2010.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3% and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

b **33 1/3% support tests—2009.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . .

**Part IV**

**Supplemental Information.** Complete this part to provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Area with horizontal dashed lines for supplemental information.

**Schedule B**  
(Form 990, 990-EZ,  
or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

▶ Attach to Form 990, 990-EZ, or 990-PF.

OMB No. 1545-0047

**2010**

Name of the organization

Employer identification number

HELPING HANDS OUTREACH MINISTRIES, INC.

02-0418983

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note.** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II.

**Special Rules**

For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), and received from any one contributor, during the year, a contribution of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, aggregate contributions of more than \$1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions for use *exclusively* for religious, charitable, etc., purposes, but these contributions did not aggregate to more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of \$5,000 or more during the year . . . . . ▶ \$ .....

**Caution.** An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2 of its Form 990, or check the box on line H of its Form 990-EZ, or on line 2 of its Form 990-PF, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).



## Name of organization

HELPING HANDS OUTREACH MINISTRIES, INC.

## Employer identification number

02-0418983

**Part I** Contributors (see instructions)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	City of Manchester - ESG - CIP 1 City Hall Plaza Manchester NH 03101 Foreign State or Province: Foreign Country:	\$ 40,140	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
2	Heritage United Way 228 Maple Street Manchester NH 03103 Foreign State or Province: Foreign Country:	\$ 137,377	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
3	State of New Hampshire - Grant-in-Aid 105 Pleasant Street Concord NH 03301 Foreign State or Province: Foreign Country:	\$ 7,501	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
4	US Dept of Housing & Urban Development 10 Causeway Street Boston MA 02222 Foreign State or Province: Foreign Country:	\$ 29,742	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
5	   Foreign State or Province: Foreign Country:	\$ 0	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
6	   Foreign State or Province: Foreign Country:	\$ 0	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)

**SCHEDULE D  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11, or 12.

▶ Attach to Form 990. ▶ See separate instructions.

OMB No. 1545-0047

**2010**

**Open to Public Inspection**

Name of the organization <b>HELPING HANDS OUTREACH MINISTRIES, INC.</b>	Employer identification number <b>02-0418983</b>
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**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year . . . . .		
2 Aggregate contributions to (during year)		
3 Aggregate grants from (during year) . . . . .		
4 Aggregate value at end of year . . . . .		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Part II Conservation Easements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education)	<input type="checkbox"/> Preservation of an historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements . . . . .	<b>2a</b>
b Total acreage restricted by conservation easements . . . . .	<b>2b</b>
c Number of conservation easements on a certified historic structure included in (a) . . . . .	<b>2c</b>
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register . . . . .	<b>2d</b>

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ . . . . .

4 Number of states where property subject to conservation easement is located ▶ . . . . .

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? . . . . .  Yes  No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ . . . . .

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ . . . . .

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? . . . . .  Yes  No

9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenues included in Form 990, Part VIII, line 1 . . . . . ▶ \$ . . . . .

(ii) Assets included in Form 990, Part X . . . . . ▶ \$ . . . . .

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenues included in Form 990, Part VIII, line 1 . . . . . ▶ \$ . . . . .

b Assets included in Form 990, Part X . . . . . ▶ \$ . . . . .

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2010

(HTA)

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other .....

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If "Yes," explain the arrangement in Part XIV and complete the following table:

	Amount
c Beginning balance	0
d Additions during the year	
e Distributions during the year	
f Ending balance	0

2a Did the organization include an amount on Form 990, Part X, line 21?  Yes  No

b If "Yes," explain the arrangement in Part XIV.

**Part V Endowment Funds.** Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	0	0			
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance	0	0	0		

2 Provide the estimated percentage of the year end balance held as:

- a Board designated or quasi-endowment  %
- b Permanent endowment  %
- c Term endowment  %

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) unrelated organizations		
(ii) related organizations		
b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?		

4 Describe in Part XIV the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.** See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	0	150,000		150,000
b Buildings	0	862,706	158,895	703,811
c Leasehold improvements	0	0	0	0
d Equipment	0	0	0	0
e Other	0	0	0	0
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).)				853,811

**Part VII Investments—Other Securities.** See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives . . . . .	0	
(2) Closely-held equity interests . . . . .	0	
(3) Other . . . . .	0	
(A) . . . . .	0	
(B) . . . . .	0	
(C) . . . . .	0	
(D) . . . . .	0	
(E) . . . . .	0	
(F) . . . . .	0	
(G) . . . . .	0	
(H) . . . . .	0	
(I) . . . . .	0	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.)	0	

**Part VIII Investments—Program Related.** See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)	0	
(2)	0	
(3)	0	
(4)	0	
(5)	0	
(6)	0	
(7)	0	
(8)	0	
(9)	0	
(10)	0	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.)	0	

**Part IX Other Assets.** See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) Construction in progress	904,224
(2)	0
(3)	0
(4)	0
(5)	0
(6)	0
(7)	0
(8)	0
(9)	0
(10)	0
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.)	904,224

**Part X Other Liabilities.** See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Amount
(1) Federal income taxes	0
(2)	0
(3)	0
(4)	0
(5)	0
(6)	0
(7)	0
(8)	0
(9)	0
(10)	0
(11)	0
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.)	0

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).

<b>Part XI Reconciliation of Change in Net Assets from Form 990 to Audited Financial Statements</b>		
1	Total revenue (Form 990, Part VIII, column (A), line 12)	363,817
2	Total expenses (Form 990, Part IX, column (A), line 25)	355,021
3	Excess or (deficit) for the year. Subtract line 2 from line 1	8,796
4	Net unrealized gains (losses) on investments	
5	Donated services and use of facilities	
6	Investment expenses	
7	Prior period adjustments	
8	Other (Describe in Part XIV.)	
9	Total adjustments (net). Add lines 4 through 8	0
10	Excess or (deficit) for the year per audited financial statements. Combine lines 3 and 9	8,796

<b>Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return</b>		
1	Total revenue, gains, and other support per audited financial statements	363,817
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:	
a	Net unrealized gains on investments	2a
b	Donated services and use of facilities	2b
c	Recoveries of prior year grants	2c
d	Other (Describe in Part XIV.)	2d
e	Add lines 2a through 2d	2e 0
3	Subtract line 2e from line 1	3 363,817
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:	
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a
b	Other (Describe in Part XIV.)	4b
c	Add lines 4a and 4b	4c 0
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5 363,817

<b>Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return</b>		
1	Total expenses and losses per audited financial statements	355,021
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:	
a	Donated services and use of facilities	2a
b	Prior year adjustments	2b
c	Other losses	2c
d	Other (Describe in Part XIV.)	2d
e	Add lines 2a through 2d	2e 0
3	Subtract line 2e from line 1	3 355,021
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:	
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a
b	Other (Describe in Part XIV.)	4b
c	Add lines 4a and 4b	4c 0
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5 355,021

**Part XIV Supplemental Information**

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, line 8; Part XII, lines 2d and 4b; and Part XIII, lines 2d and 4b. Also complete this part to provide any additional information.

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**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

**2010**

**Open to Public  
Inspection**

Name of the organization

HELPING HANDS OUTREACH MINISTRIES, INC.

Employer identification number

02-0418983

Form 990 Part VI Section B Line 11A The Executive Director reviews Form 990 before it is  
filed.

Form 990 Part VI Section B Line 15a The Executive Committee performs a comprehensive review.

*Ralph D. Schwartz*

[REDACTED]

***1996 – Present***

Helping Hands Outreach Ministries, Inc. – Resident Director

Responsible to do Intake interviews with all applicants and assess qualification eligibility of applicants. Will assign room, supply keys & bedding. Inform and supply a copy to all clients of rules and regulations of the Outreach.

Responsible to supervise the residents, assist in job interviews, applications provide required assistance for special needs persons such as SSI, mental health and food stamps.

Responsible to provide one on one counseling as needed by residents with substance abuse needs, and make available an open door policy to all residents who have an emergency situation.

Directly supervises group workers in oversight of house chores and supervises assigned work projects.

***1992 – 1996***

Helping Hands Outreach Ministries, Inc. – volunteer Resident Manager

Same responsibilities as above.

***1989 – 1992***

Faith Christian Center – Maintenance Supervisor

Responsible for cleaning & maintaining the church building for a 600 member church and church school.

***1987 – 1989***

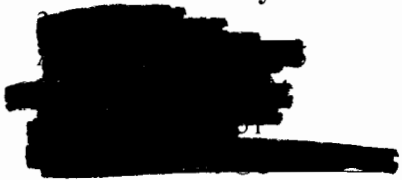
Budd Foods – Warehouse Manager

Responsible for ordering & stocking supplies for products being made (i.e. Mrs. Budd's Pies).

Responsible for ordering & stocking supplies for packaging of products.

Responsible for shipping & receiving products produced.

**Shannon Greenly**



**Objective**

Seeking position providing new challenges and personal growth opportunities.

**Education**

Licensed Nurse Assistant  
American Red Cross  
Graduated in January 2009

Hesser College  
Concord NH  
Associates in Psychology  
Graduated May 2006 Summa Cum Laude

**Certifications**

CPR and First Aid November 2008  
LNA License # 040275-24

**Awards**

Top Performer for July 2008  
Member of Phi Theta Kappa – National Honor Society for Colleges

**Work Experience**

November 2010 – Present  
Helping Hands Outreach Center

March 2009—May 2010  
Epsom Healthcare Center

July 2006—October 2008  
Dedicated Client Service Manager  
United HealthCare

September 1999—June 2006  
Home Childcare Provider

September 1988—present  
Full Time Mom

**Volunteer Work**

Hillside Baptist Church  
Sunday School Teacher, Custodian, and Secretary

Emmanuel Baptist Church  
Children's Group



**Kenneth Robertson**



**EDUCATION:**

Springfield College, Manchester, New Hampshire  
School of Human Services  
Master of Science, Mental Health Counseling  
Currently Enrolled

Southern Baptist Theological Seminary, Louisville, Kentucky  
Doctor of Ministry, Church Growth  
Unfinished

Southern Baptist Theological Seminary, Louisville, Kentucky  
Master of Divinity, Church Planting

Oklahoma Baptist University, Shawnee, Oklahoma  
Bachelor of Arts, History

**QUALIFICATIONS:**

Over 18 years of ministry experience involving preaching, teaching, counseling, church planting, denominational work, supervision of ministry organizations, mission trips, and community service.

Excellent communication, organization, and interpersonal skills. Professional in appearance and demeanor.

Computer literate, proficient with Microsoft Word, BibleSoft, and Skype (used for meetings and pastoral counseling).

**PROFESSIONAL EXPERIENCE:**

Harvest Baptist Church, Hooksett, NH (1994-Current)

Senior Pastor:  
Board of Director  
Personal and Biblical  
Counseling

Lead worship services, preaching, teaching in Bible studies, organize ministry and missions projects, and oversee food pantry. counseling for members and people from the community, weddings and funerals.

Non-profit Affiliations:	Serve on various boards including Moderator for the New Hampshire Baptist Association.
	Helping Hands Outreach Ministries, Chairman of the Board for a transitional housing facility for men in Manchester, NH, lending guidance and support for staff, pastoral counseling and ministry needs.
	MCOOC Management Team for the Homeless Day Center in Manchester, NH.
Special Needs Bus Driver Part-Time	Manchester Transit Authority, Manchester, NH (1999-2001) Drove door to door bus service for special needs students with mental, emotional, and social challenges. Worked with parents in helping to meet their children's personal concerns. Have a CDL license.
Church Planter Start New Church Bible Study	North American Mission Board, Atlanta, Georgia, (1993-1994) Surveyed, planned, and imitated ground work with the town of Hooksett in planting a new mission work for the purpose of starting a new church.
Associate Pastor Assisted in Ministry Youth Ministry	Hazelwood Baptist Church, Louisville, KY, (1990-1993) Assisted the Senior Pastor in leading worship, oversight of staff, led children's and youth ministries, helped organize church events, teach Bible study, and other ministry tasks assigned. Part time during seminary.
Store Manager	Emro Marketing Company, Louisville, KY, (1988-1990) Oversaw operation of the store's operations including hiring employees, scheduling, inventory, ordering, and daily operations.
Youth Minister Part-Time Pastor to Youth	Valley Creek Baptist Church, Elizabethtown, KY, (1987-1988) Teaching pastor to teenage youth, organized Bible studies, organize ministry opportunities, biblical counseling for youth and parents, assisted the Senior pastor in church activities. Part time during seminary.
Youth Minister Part-Time Pastor to Youth	Wallace Avenue Baptist Church, Shawnee, OK, (1985-1987) Teaching pastor to teenage youth, organized Bible studies, organize ministry opportunities, biblical counseling for youth and parents, assisted the Senior pastor in church activities. Part time during college.

<p>Bus Driver Part-Time</p>	<p>Shawnee Transit Authority, Shawnee, OK, (1982-1985) Drove a school bus for the town during the school year. Have a CDL license. Part time during college.</p>
<p>Clerk Part-Time</p>	<p>Braum's Ice-cream, Shawnee, OK, (1982-1983) Served customers, ran cash register, and waited tables. Part time during college.</p>
<p>College Work Study Library Cafeteria Front Desk</p>	<p>Oklahoma Baptist University, Shawnee, OK, (1981-1984) Worked various work-study programs for the school including the breakfast cook, front desk for dormitory, and library.</p>
<p>Store Manger</p>	<p>Hungry Pelican Restaurant, Tulsa, OK (1981-1981) Oversaw operation of the store's operations including hiring employees, scheduling, inventory, ordering, and daily operations.</p>
<p>Mechanical Draftsman Drawing and Design</p>	<p>Jewell Electronics, Manchester, NH (1980-1981) Drawings for meters and other mechanical parts for aircraft. Have special training in ink drawing for project displays.</p>
<p>REFERANCES:</p>	<p>Furnished upon request.</p>

**HELPING HANDS OUTREACH CENTER**  
**BOARD OF DIRECTORS**  
**2013**

- **Rev. Kenneth Robertson, Chairman**  
**Pastor, Harvest Baptist Church**  
[REDACTED]  
[REDACTED] [REDACTED]
- **Mr. Charles Therrien, Secretary**  
[REDACTED],  
[REDACTED]  
[REDACTED] [REDACTED]
- **Mr. David Harrington**  
[REDACTED] r  
[REDACTED] [REDACTED]  
[REDACTED] St.  
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- **Rev. John Cerrato, Jr.**  
[REDACTED] h  
[REDACTED] St.  
[REDACTED] [REDACTED]
- **Mr. Geoffrey Kacoyanis, Esq.**  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]
- **Rev. Fred Williams, Auxiliary**  
**Pastor, Faith Baptist Church**  
[REDACTED]  
[REDACTED] [REDACTED]



## **HELPING HANDS OUTREACH CENTER**

### **Mission Statement**

Helping Hands Outreach Center, a faith-based community service agency, exists to provide a safe, sober living environment for men in recovery from substance abuse and addiction and help them to discover and employ the tools necessary to live responsible and productive lives.

Helping Hands Outreach Ministries, Inc.

Key Personal

Name:	Job Title:	Salary:	% Paid from this Contract:	Amount Paid from this Contract:
To Be Hired:	Executive Director	\$60,000	14%	\$8,400
Ralph D. Schwartz	Resident Director	\$11,000	90%	\$9,900
Shannon Greenly	Office Manager	\$13,000	90%	\$11,700

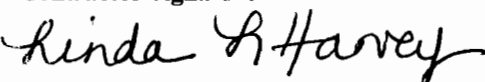
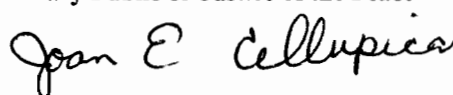
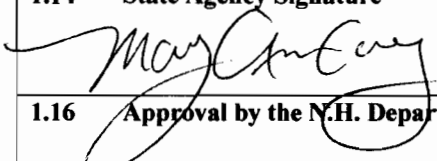
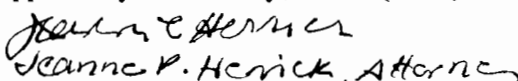
Subject: State Grant-In-Aid Funds Program

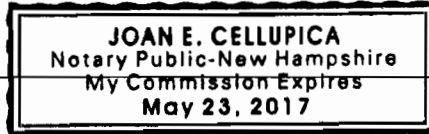
**AGREEMENT**

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> Laconia Area Community Land Trust		<b>1.4 Contractor Address</b> 658 Union Avenue Laconia, NH 03246	
<b>1.5 Contractor Phone Number</b> (603) 524-0747	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 82,314.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> LINDA L. HARVEY EXECUTIVE DIRECTOR	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>BELKNAP</u> On <u>19th OF JUNE 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> JOAN E. CELLUPICA, NOTARY			
<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:  On: <u>2 Jul. 2013</u> Jeanne P. Herrick, Attorney			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

**14. INSURANCE.**

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
  - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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Date: 19 June 2013

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.



SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 3 families of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 10 percent to 657 days.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

RAH  
19 June 2013



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

**NH General Funds:**

SFY14 not to exceed \$41,157.00  
SFY15 not to exceed \$41,157.00

**Federal Funds:** Not Applicable

**1. PROGRESS REPORTS:**

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

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

2.1. **Project Costs:** As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

2.2. **Payment of Project Costs:** Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. **Review by the State, Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

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

RAH

19 June 2013



**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$57,038.00</b>	<b>\$57,038.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$25,276.00</b>	<b>\$25,276.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$82,314.00</b>	<b>\$82,314.00</b>
<b>TOTAL GIA+Match</b>	<b>\$164,628.00</b>	

Contractor Initials RAH  
Date 19 June 2013



Exhibit C

Special Provisions

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

PAH  
19 June 2013



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;.
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

RRH  
12 July 2013



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The





Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

WPH  
19 June 2013



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

MAH  
19 June 2013



Exhibit C

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

Contractor Initials RAH  
Date 19 June 2013



ADDITIONAL SPECIAL PROVISIONS

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

RAH  
19 June 2013

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials: VAH  
Date: 19 June 2013

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

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

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

658 Union Ave, Laconia, BELKNAP, NH 03246  
85 Elm Street, Laconia, BELKNAP, NH 03246

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

LACONIA AREA COMMUNITY Land Trust, Inc From: 4/19/2013 To: June 30, 2015  
(Contractor Name) (Period Covered by this Certification)

LINDA L. HARVEY, EXECUTIVE DIRECTOR  
(Name & Title of Authorized Contractor Representative)

Rinda L Harvey 19 June 2013  
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 6/19/2013 through 6/30/2015

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

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

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

Linda L Harvey LINDA L HARVEY, EX DIR
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

LACONIA AREA COMMUNITY LAND TRUST 19 June 2013
(Contractor Name) (Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials: RAH  
Date: 19 June 2013

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

Linda L Harvey  
(Contractor Representative Signature)

LINDA L HARVEY EXEC DIRECTOR  
(Authorized Contractor Representative Name & Title)

LALONIA AREA COMMUNITY LAND TRUST  
(Contractor Name)

19 June 2013  
(Date)

Contractor Initials: RAH

Date: 19 June 2013

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Linda L Harvey  
(Contractor Representative Signature)

LINDA L HARVEY EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

LACONIA AREA COMMUNITY LAND TRUST  
(Contractor Name)

19 June 2013  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Ronda A Harvey      LINDA L HARVEY EXECUTIVE DIRECTOR  
(Contractor Representative Signature)      (Authorized Contractor Representative Name & Title)

LACONIA AREA COMMUNITY LAND TRUST      19 June 2013  
(Contractor Name)      (Date)

Contractor Initials: YAH  
Date: 19 June 2013

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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

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

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

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

Contractor Initials: RAH  
Date: 19 June 2013

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

**(4) Obligations of Covered Entity**

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



(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH DAHS  
The State Agency Name

LACONIA AREA COMMUNITY LAND TRUST  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Linda L. Harvey  
Signature of Authorized Representative

MARY ANN COONEY  
Name of Authorized Representative

LINDA L. HARVEY  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

7/10/13  
Date

19 June 2013  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Linda A Harvey                      LINDA L HARVEY, EXECUTIVE DIRECTOR  
 (Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

LACONIA AREA COMMUNITY LAND TRUST,                      19 June 2013  
 (Contractor Name)                      (Date)

Contractor initials: LAH  
 Date: 19 June 2013  
 Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

86-862-8025

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: \_\_\_\_\_

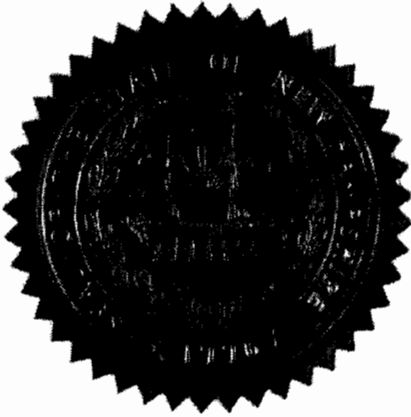
Amount: \_\_\_\_\_

Contractor initials: rdh  
Date: 19 June 2013  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Laconia Area Community Land Trust, Inc. is a New Hampshire nonprofit corporation formed October 18, 1988. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5<sup>th</sup> day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Cynthia Dame, do hereby certify that:

1. I am the duly elected Clerk of Laconia Area Community Land Trust, Inc., (hereinafter the "Corporation").
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on June 19<sup>th</sup>, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services, concerning the following matter: New Hampshire Emergency Shelter State Grant-In-Aid Funds

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 19<sup>th</sup>, 2013.

Linda Harvey is the duly appointed Executive Director of the Corporation. Cynthia Dame is the duly elected Secretary of the Corporation.

(Seal)  
(Corporation)

Cynthia E. Dame  
Signature of Board Secretary

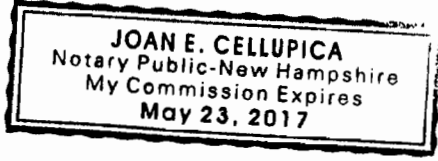
State of NEW HAMPSHIRE  
County of BELKNAP

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2013 *gEC*

by CYNTHIA DAME  
Name of Board Secretary

(Seal)  
(Notary Public)

Joan E Cellupica  
Name: JOAN E. CELLUPICA  
Title: Notary Public/Justice of the Peace  
Commission Expires: 5/23/2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/13/2013

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

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

<b>PRODUCER</b> Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246	Phone: 603-524-4535 Fax: 603-528-4442	<b>CONTACT NAME:</b> _____	
		<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
		<b>E-MAIL ADDRESS:</b> _____	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Cincinnati Insurance Company</b>	<b>NAIC #</b> 10677
		<b>INSURER B : Preferred Mutual Insurance Co.</b>	15024
		<b>INSURER C : Cincinnati Casualty Company</b>	28665
		<b>INSURER D :</b> _____	
		<b>INSURER E :</b> _____	
		<b>INSURER F :</b> _____	

**INSURED**  
 Laconia Area Community Land Trust, Inc. & LACLT Corp.  
 658 Union Avenue  
 Laconia, NH 03246


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EBP0049654	01/01/2013	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED      RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8984170	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

States in which statutory coverage is provided: NH  
 No officers are EXCLUDED from Workers Compensation coverage

<b>CERTIFICATE HOLDER</b>  STATE-7  State of New Hampshire Dept. Health & Human Services Bureau of Homeless & Housing 105 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Laconia Area Community Land Trust, Inc.**

Financial Report and  
Supplementary Information

December 31, 2012 and 2011



**Nesseralla & Company, LLC**  
*A Public Accounting Firm*

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
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**DECEMBER 31, 2012 AND 2011**

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**NESSERALLA & COMPANY, LLC**

*A Public Accounting Firm*

Phone (603) 369-3812

Email [accountants@nesscocpa.com](mailto:accountants@nesscocpa.com)

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Laconia Area Community Land Trust, Inc.  
Laconia, New Hampshire

***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Laconia Area Community Land Trust, Inc., which comprise the consolidated statements of financial position as of December 31, 2012 and 2011, and the related consolidated statements of activities, 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 consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Laconia Area Community Land Trust, Inc. as of December 31, 2012 and 2011, and the changes in its net assets, functional expenses and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 12, 2013 on our consideration of Laconia Area Community Land Trust, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Laconia Area Community Land Trust, Inc.'s internal control over financial reporting and compliance.

*Nesseralla & Company, LLC*

Manchester, New Hampshire

June 12, 2013

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**  
**DECEMBER 31, 2012 AND 2011**

ASSETS	2012	2011
<b>Current Assets</b>		
Cash (Note 1)	\$ 993,321	\$ 955,771
Tenant rents receivable (Note 1)	1,866	3,766
Grants receivable	172,787	129,361
Other receivables	7,998	5,331
Prepaid expenses	26,811	20,078
Total Current Assets	1,202,783	1,114,307
<b>Restricted Cash</b>		
Cash - permanently restricted (Note 5)	1,110,224	1,348,324
Restricted reserves (Note 12)	71,563	65,437
Tenant security deposits held in trust	14,149	12,337
Total Restricted Cash	1,195,936	1,426,098
<b>Property and equipment, at cost -</b>		
net of accumulated depreciation (Notes 2 and 15)	2,742,821	2,724,141
<b>Noncurrent Assets</b>		
Projects under development (Note 3)	18,302	17,024
Development fees receivable (Note 6)	124,347	138,417
Notes and operating advances receivable - related parties (Note 6)	475,814	324,438
Investments in partnerships (Note 6)	200,371	200,371
Loan finance fees, net of accumulated amortization (Note 18)	7,948	8,712
Total Noncurrent Assets	826,782	688,962
	<b>\$ 5,968,322</b>	<b>\$ 5,953,508</b>

See accompanying notes

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**  
**DECEMBER 31, 2012 AND 2011**

LIABILITIES AND NET ASSETS	2012	2011
<b>Current Liabilities</b>		
Current portion of long-term debt (Note 7)	\$ 33,810	\$ 32,168
Accounts payable	9,315	7,082
Prepaid rent	2,951	1,969
Accrued wages and related expenses	78,551	60,663
Total Current Liabilities	124,627	101,882
<b>Long-term Liabilities</b>		
Long-term debt, less current portion shown above (Note 7)	847,054	875,332
Equity equivalent investment (Note 16)	110,000	110,000
Tenant security deposits payable	14,033	12,216
Total Long Term Liabilities	971,087	997,548
Total Liabilities	1,095,714	1,099,430
<b>Net Assets</b>		
Unrestricted	2,930,144	2,830,080
Temporarily restricted (Note 4)	223,453	318,887
Permanently restricted (Note 5)	1,719,011	1,705,111
Total Net Assets	4,872,608	4,854,078
	<b>\$ 5,968,322</b>	<b>\$ 5,953,508</b>

See accompanying notes

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
(with comparative totals for the year ended December 31, 2011)

	Unrestricted		Total Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	2012 Totals	2011 Totals
	Operating Programs	Property Development					
<b>Revenue and Other Support</b>							
Membership dues	\$ 20,416	\$ -	\$ 20,416	\$ -	\$ -	\$ 20,416	\$ 30,186
Contributions	19,915	-	19,915	-	-	19,915	10,639
Grants (Note 10)	89,600	-	89,600	227,277	271,200	588,077	885,185
Resident service fees (Note 6)	14,232	-	14,232	-	-	14,232	13,988
Rental income and land lease revenue	246,541	-	246,541	-	-	246,541	229,112
Developer fees (Note 6)	-	172,000	172,000	-	-	172,000	80,167
In-kind donations (Note 9)	4,800	-	4,800	-	-	4,800	6,850
Management incentive fees (Note 6)	-	38,005	38,005	-	-	38,005	32,974
Net assets released from restrictions:	580,011	-	580,011	(322,711)	(257,300)	-	-
<b>Total Revenue and Support</b>	<b>975,515</b>	<b>210,005</b>	<b>1,185,520</b>	<b>(95,434)</b>	<b>13,900</b>	<b>1,103,986</b>	<b>1,289,101</b>
<b>Functional Expenses</b>							
<b>Program Services:</b>							
Transitional Services	84,205	-	84,205	-	-	84,205	76,090
Tenant Support	53,356	-	53,356	-	-	53,356	51,318
Affordable Housing Production	-	207,968	207,968	-	-	207,968	190,886
Rental Properties	274,861	-	274,861	-	-	274,861	270,161
Asset Management	77,727	-	77,727	-	-	77,727	63,408
Homeownership Center	150,044	-	150,044	-	-	150,044	144,758
<b>Supporting Services:</b>							
Fundraising	32,386	-	32,386	-	-	32,386	50,727
General and Administrative	58,296	-	58,296	-	-	58,296	76,090
<b>Total Functional Expenses</b>	<b>730,875</b>	<b>207,968</b>	<b>938,843</b>	<b>-</b>	<b>-</b>	<b>938,843</b>	<b>923,437</b>
<b>Change in Net Assets Before Nonoperating Income and Expenses</b>	<b>244,640</b>	<b>2,037</b>	<b>246,677</b>	<b>(95,434)</b>	<b>13,900</b>	<b>165,143</b>	<b>365,664</b>
<b>Nonoperating Income (Expenses)</b>							
Capital distribution from related party	4,668	-	4,668	-	-	4,668	-
Investment income	6,386	-	6,386	-	-	6,386	6,775
Discount on note receivable (Note 6)	(157,667)	-	(157,667)	-	-	(157,667)	-
<b>Total Nonoperating Income (Expenses)</b>	<b>(146,613)</b>	<b>-</b>	<b>(146,613)</b>	<b>-</b>	<b>-</b>	<b>(146,613)</b>	<b>6,775</b>
<b>Change in Net Assets</b>	<b>98,027</b>	<b>2,037</b>	<b>100,064</b>	<b>(95,434)</b>	<b>13,900</b>	<b>18,530</b>	<b>372,439</b>
<b>Net Assets, beginning of year</b>	<b>2,830,080</b>	<b>-</b>	<b>2,830,080</b>	<b>318,887</b>	<b>1,705,111</b>	<b>4,854,078</b>	<b>4,481,639</b>
<b>Transfers</b>	<b>2,037</b>	<b>(2,037)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Assets, end of year</b>	<b>\$ 2,930,144</b>	<b>\$ -</b>	<b>\$ 2,930,144</b>	<b>\$ 223,453</b>	<b>\$ 1,719,011</b>	<b>\$ 4,872,608</b>	<b>\$ 4,854,078</b>

See accompanying notes

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
(with comparative totals for the year ended December 31, 2011)

	Program Services										2011 Total Functional Expenses	2012 Total Functional Expenses
	Transitional Services	Tenant Support	Affordable Housing Production	Rental Properties	Home- Ownership Center	Asset Management	Program Services	Fundraising	General and Administrative			
Salaries and wages	\$ 64,509	\$ 39,688	\$ 153,829	\$ -	\$ 109,169	59,547	\$ 426,750	\$ 24,811	\$ 44,660	\$ 496,221	\$ 484,635	
Payroll taxes and benefits	11,107	6,835	26,487	-	18,797	10,253	73,479	4,272	7,690	85,441	88,922	
Training and education	494	577	1,193	-	4,856	456	7,575	190	342	8,107	8,081	
Insurance	394	242	938	13,989	666	363	16,602	151	272	17,026	15,726	
Advertising	10	6	23	337	541	9	926	4	7	936	1,398	
Professional fees	1,463	900	3,488	6,012	2,475	1,350	15,687	563	1,013	17,262	16,916	
Management fees	-	-	-	26,616	-	-	26,616	-	-	26,616	25,680	
Depreciation and amortization	893	550	2,129	56,597	1,511	824	62,504	343	618	63,486	57,424	
Bad debt expense	-	-	-	298	-	-	298	-	-	298	12,177	
Interest expense	429	264	1,023	24,553	726	396	27,391	165	297	27,853	32,897	
Repairs and maintenance	1,039	639	2,478	48,741	1,758	959	55,614	400	719	56,733	41,714	
Utilities	461	283	1,088	27,002	779	425	30,049	177	319	30,545	28,870	
Snow and trash removal	38	23	91	9,369	64	35	9,621	15	26	9,662	8,753	
Property taxes	672	414	1,602	43,644	1,137	620	48,089	258	465	48,813	49,782	
Water and sewer	69	42	164	17,028	116	63	17,482	26	48	17,556	15,478	
Miscellaneous	984	1,106	2,347	665	1,666	909	7,676	379	681	8,736	10,298	
Postage	272	167	849	-	460	251	1,789	105	188	2,092	2,406	
Dues and subscriptions	54	33	130	-	320	50	587	21	38	646	926	
Supplies	766	531	1,827	-	3,836	707	7,667	295	530	8,492	3,939	
Telephone	428	264	1,022	-	725	396	2,835	165	297	3,296	3,134	
Discount on note payable (Note 7)	-	-	5,358	-	-	-	5,358	-	-	5,358	5,151	
Project feasibility	-	-	-	-	-	-	-	-	-	-	7,359	
Travel	124	781	2,094	-	442	114	3,554	48	86	3,687	1,773	
<b>Total Functional Expenses</b>	<b>\$ 84,205</b>	<b>\$ 53,356</b>	<b>\$ 207,968</b>	<b>\$ 274,661</b>	<b>\$ 150,044</b>	<b>\$ 77,727</b>	<b>\$ 849,161</b>	<b>\$ 32,386</b>	<b>\$ 59,296</b>	<b>\$ 938,843</b>	<b>\$ 923,437</b>	

See accompanying notes  
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**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011**

	<b>2012</b>	<b>2011</b>
<b>Cash Flows From Operating Activities</b>		
Change in net assets	\$ 18,530	\$ 372,439
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	63,466	57,424
Discount on note payable	5,358	5,151
Discount on note receivable	157,667	-
(Increase) decrease in the following assets:		
Tenant rents receivable	1,900	82
Grants receivable	(43,426)	(54,880)
Prepaid expenses	(6,733)	(2,353)
Tenant security deposits	(1,812)	3,590
Other receivables	(2,667)	(5,331)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	20,119	4,972
Prepaid rents	982	(1,585)
Tenant security deposits	1,817	(3,600)
<b>Net Cash Provided By Operating Activities</b>	<b>215,201</b>	<b>375,909</b>
<b>Cash Flows From Investing Activities</b>		
Transfers to/from escrows and reserves, net	(6,126)	(3,456)
Projects under development	(1,278)	(15,431)
Purchase of property and equipment	(81,381)	(267,797)
<b>Net Cash Used In Investing Activities</b>	<b>(88,785)</b>	<b>(286,684)</b>
<b>Cash Flows From Financing Activities</b>		
Development fees receivable	14,070	337,083
Notes receivable from related parties	(309,043)	(167,945)
Repayment of mortgages and notes	(31,993)	(43,908)
<b>Net Cash Provided By (Used In) Financing Activities</b>	<b>(326,966)</b>	<b>125,230</b>
<b>Net Increase (Decrease) In Cash</b>	<b>(200,550)</b>	<b>214,455</b>
<b>Cash, beginning of year</b>	<b>2,304,095</b>	<b>2,089,640</b>
<b>Cash, end of year</b>	<b>\$ 2,103,545</b>	<b>\$ 2,304,095</b>
<b>Cash Paid During The Year For:</b>		
	<b>\$ 28,196</b>	<b>\$ 33,006</b>

See accompanying notes

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2012 AND 2011

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**1. Summary of Significant Accounting Policies**

*Program Mission*

Laconia Area Community Land Trust, Inc.'s ("LACLT") mission is to assist low- and moderate-income families in achieving economic self-sufficiency through the development of permanently affordable housing opportunities and associated support programs.

*Program Services*

LACLT develops and supports its operations through strategic management of critical functions. Through staff effort and board oversight, the functions of accounting, fundraising, accountability to and support from the community and funding sources, and organization management and development are maintained to ensure the organization's integrity and sustainability. LACLT serves the community through six programs as follows:

**Transitional Services**

LACLT's transitional service program serves families, primarily women and children, who are homeless or at imminent risk of homelessness. Families receive affordable rent and develop aggressive family self-sufficiency plans to recover from homelessness and become economically self-sufficient.

**Tenant Support**

LACLT residents who desire support services are provided with a full range of support and life skills training. A resident services coordinator assists families retain their housing, strengthen family stability and enhance economic self-sufficiency.

**Affordable Housing Production**

LACLT acquires property that is typically grossly substandard and requires extensive rehabilitation. LACLT brings the property up to a safe, good quality standard, and preserves it as permanently affordable through the unique mechanisms of the community land trust model.

**Rental Properties and Asset Management**

LACLT retained the services of a third party management agent for its portfolio of properties effective April 1, 2006. LACLT provides asset management services related to these properties.

**Homeownership Center**

LACLT provides homebuyer and financial literacy training through its Homebuyer Resource Center. Participants receive education and support which assists them in becoming successful homeowners. The initiative is also intended to encompass the development of homeownership opportunities for low- and moderate-income families.

*Organizational Structure*

LACLT is incorporated under the laws of the State of New Hampshire as a non-profit corporation. LACLT is exempt from federal income taxes under Internal Revenue Code section 501(c)(3).

LACLT Corporation is incorporated under the laws of the State of New Hampshire as a for-profit corporation. It is a wholly owned subsidiary of LACLT.

EASTLACLT, LLC is formed under the laws of the State of New Hampshire as a for-profit limited liability company. LACLT owns a 51% share of the LLC.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

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**1. Summary of Significant Accounting Policies (continued)**

The financial statements of the three entities have been consolidated in these financial statements at December 31, 2012 and 2011. There are no inter-company transactions for the years presented.

*Basis of Presentation*

Financial statement presentation follows recommendations of Topic 958 of the Financial Accounting Standards Board 'Accounting Standards Codification' ("ASC"). Under Topic 958, LACLT 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.

*Revenue Recognition*

The accompanying financial statements were prepared using the accrual basis of accounting, the purpose of which is to record revenues when they are earned or awarded and record expenses when they are incurred.

*Cash and Equivalents*

Cash and cash equivalents include investments in highly liquid debt instruments with a maturity of twelve months or less.

*Rents Receivable – Recognition of Bad Debts*

LACLT considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

*Advertising*

LACLT expenses advertising costs as they are incurred.

*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 and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Uncertainty in Income Taxes*

During the year ended December 31, 2009, LACLT adopted Topic 740 of the ASC relating to accounting for uncertainty in income taxes. As required by this topic, management of LACLT has evaluated its tax positions, applying a "More Likely Than Not" standard, and believes that there would be no material changes to the results of its operations or financial position as a result of an audit by the applicable taxing authorities, federal or state(s). LACLT has filed all of its known and required returns in a timely manner, including as permitted allowed extensions. Accordingly, management believes tax years 2010, 2011, and 2012, following administrative practice of the taxing authorities, remain open years and subject to review.

*Events Occurring After Reporting Date*

LACLT has evaluated events and transactions that occurred between December 31, 2012 and June 12, 2013, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. No such events or transactions were found.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

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**1. Summary of Significant Accounting Policies (continued)**

*Fair Value Measurements*

LACLT determines the fair market values of its financial assets and liabilities, as well as non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in the accordance with generally accepted accounting principles for *Fair Value Measurement ASC 820*.

**Level 1:** Quoted prices in active markets for identical assets or liabilities. LACLT currently has no Level 1 assets or liabilities that are measured at fair value on a recurring basis.

**Level 2:** Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. LACLT currently has no Level 2 assets or liabilities that are measured at fair value on a recurring basis.

**Level 3:** Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include items where the determination of fair value requires significant management judgment or estimation. LACLT currently has no Level 3 assets or liabilities that are measured at fair value on a recurring basis.

**2. Property and Equipment**

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred, while more extensive renewals and betterments are capitalized. Provision for depreciation is provided over the estimated useful lives of the respective assets, on a straight-line basis, over five to thirty-nine years. Depreciation expense for the years ended December 31, 2012 and 2011 was \$62,702 and \$56,660, respectively.

**3. Projects Under Development**

LACLT capitalizes all costs for projects under development. If a project is determined infeasible, the costs are expensed in the year of determination.

During the year ended December 31, 2012 and 2011, LACLT incurred expenses related to Lochmere Meadows Phase II. Total expenses incurred and capitalized for this project were \$192,701 and \$17,024 during the years ended December 31, 2012 and 2011, respectively. During the year ended December 31, 2012, LACLT was reimbursed \$207,925 for predevelopment expenses. The outstanding project under development balance at December 31, 2012 and 2011 was \$1,137 and \$17,024, respectively.

During the year ended December 31, 2012, LACLT incurred expenses related to Harriman Hill Phase II. Total expenses capitalized for this project were \$17,165 at December 31, 2012.

**4. Temporarily Restricted Net Assets**

Temporarily restricted net assets at December 31, 2012 and 2011 consisted of assets whose use was restricted to payments for a particular purpose and time period. At December 31, 2012 and 2011, temporarily restricted net assets were \$223,453 and \$318,887, respectively.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

**5. Permanently Restricted Net Assets**

At December 31, 2012 and 2011, permanently restricted net assets consisted of the following:

*NeighborWorks America Capital Fund:*

	<b>2012</b>	<b>2011</b>
Cash	\$ 1,110,224	\$ 1,348,324
Office Building	41,064	41,064
Building Improvements	123,723	123,723
Short-term Loan – Capital Projects	5,000	-
Long-term Loan – Capital Projects	<u>439,000</u>	<u>192,000</u>
Net Assets	<u><b>\$ 1,719,011</b></u>	<u><b>\$ 1,705,111</b></u>

The NeighborWorks America Capital Fund represents funds provided by NeighborWorks America for capital projects. All resources granted to this fund must be maintained permanently. LACLT is permitted to transfer or expend the income derived from capital assets in excess of the relevant Capital Fund Agreement.

LACLT received \$271,200 and \$396,817 in grants from the NeighborWorks America Capital Reinvestment Fund during the years ended December 31, 2012 and 2011, respectively. LACLT received a release from its Capital Fund Agreement during the years ended December 31, 2012 and 2011 in the amount of \$257,300 and \$142,944, respectively.

**6. Related Party Transactions**

Land Leases

LACLT leases land to Avery Hill Neighborhood Limited Partnership (“AHNLP”), a limited partnership formed to develop, maintain and operate a low-income housing complex in Laconia, New Hampshire, for a period of forty years. LACLT owns a .5% interest and is the co-general partner in AHNLP. The lease cost of \$150,000 was paid in full at December 31, 1996.

LACLT leases land to 1997 PH Limited Partnership, a limited partnership that was formed to develop, maintain and operate a low-income housing project in Laconia, New Hampshire, for a period of fifty years. The lease cost of \$175,000 was paid in full at December 31, 1997. LACLT Corporation owns a .01% interest in the profit, losses, and distributions of the partnership.

Notes Receivable and Operating Advances

LACLT entered into a 7% long-term promissory note with Avery Hill Neighborhood Limited Partnership requiring repayments to be made in an amount equal to 75% of the net cash flow of AHNLP. Any unpaid balance is due at December 2018. The note receivable balance outstanding at December 31, 2012 and 2011 was \$0 and \$7,418, respectively. The accrued interest receivable balance at December 31, 2012 and 2011 was \$0 and \$1,039, respectively.

LACLT entered into a 4.75% promissory note with Avery Hill Neighborhood Limited Partnership requiring payment in full on November 1, 2012. The note receivable balance outstanding at December 31, 2012 and 2011 was \$31,616 and \$36,512, respectively. The accrued interest receivable at December 31, 2012 and 2011 was \$0 and \$4,394, respectively.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

**6. Related Party Transactions (continued)**

LACLT entered into a long-term promissory note with Mechanic School Limited Partnership. Interest accrues annually at the rate of 3.1%. The principal and accrued interest are due in their entirety on March 7, 2036. The note receivable balance outstanding at December 31, 2012 and 2011 was \$30,000. The accrued interest receivable balance at December 31, 2012 and 2011 was \$11,752 and \$10,824, respectively.

LACLT entered into a promissory note with Boynton Road Limited Partnership. Interest accrues at the rate of 3%. The principal and accrued interest are due in their entirety on January 20, 2039. The note receivable balance at December 31, 2012 and 2011 was \$17,000. The accrued interest receivable balance at December 31, 2012 and 2011 was \$510 and \$510, respectively.

LACLT made operating advances to 1997 Pine Hill Limited Partnership to assist with the cash flow of the property. The balance outstanding was \$45,927 and \$45,927 at December 31, 2012 and 2011, respectively. The balance is expected to be repaid from the operation or disposition of the property.

LACLT entered into a 1% promissory note with Lochmere Meadows Affordable Housing Limited Partnership during the year ended December 31, 2011. Monthly principal and interest payments of \$563 are due through January 31, 2031. The note receivable balance at December 31, 2012 and 2011 was \$165,744 and \$170,814, respectively.

LACLT entered into a \$324,000 non-interest bearing promissory note with Lochmere Meadows Affordable Housing Limited Partnership during the year ended December 31, 2012. The entire outstanding balance of the note shall be due and payable in full on April 25, 2029. The loan has been discounted to its present value using an implied interest rate of 4%. The discounted note receivable balance at December 31, 2012 and 2011 was \$166,333 and \$0, respectively.

LACLT made operating advances to Harriman Hill Affordable Housing Limited Partnership to assist with the payment of certain construction related invoices. The balance outstanding was \$6,930 and \$0 at December 31, 2012 and 2011, respectively. The balance is expected to be repaid from the final capital contribution to the partnership.

Resident Service Fees

LACLT received resident service fees for supportive services it provides to certain partnerships in which it is affiliated as follows:

	<u>2012</u>	<u>2011</u>
Avery Hill Neighborhood, LP	\$ 2,520	\$ 2,520
1997 Pine Hill, LP	3,456	3,384
LNI, LP	3,648	3,572
MFH, LP	3,456	3,384
Mechanic School, LP	1,152	1,128
	<u>\$ 14,232</u>	<u>\$ 13,988</u>

Management Incentive Fees

LACLT entered into a management incentive fee agreement with LNI Limited Partnership, in which it is a general partner. Management incentive fees earned during the years ended December 31, 2012 and 2011 were \$21,005 and \$14,775, respectively.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

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**6. Related Party Transactions (continued)**

LACLT entered into a management incentive fee agreement with Boynton Road Limited Partnership, in which it is a general partner. Management incentive fees earned during the years ended December 31, 2012 and 2011 were \$0 and \$1,199, respectively.

LACLT entered into a management incentive fee agreement with MFH Limited Partnership, in which it is a general partner. Management incentive fees earned during the years ended December 31, 2012 and 2011 were \$17,000 and \$17,000, respectively.

*Developer Services Fees*

LACLT entered into a development services agreement with Boynton Road Limited Partnership, in which it is a general partner. The agreement calls for payment of a fee in the amount of \$512,000 for the development services on a project located in Meredith, New Hampshire. The fee was paid in its entirety during the year ended December 31, 2011.

LACLT entered into a development services agreement with Lochmere Meadows Limited Partnership, in which it is a general partner. The agreement calls for payment of a fee in the amount of \$516,000 for the development services on a project located in Tilton, New Hampshire. LACLT was owed \$72,180 and \$75,000 at December 31, 2012 and 2011, respectively. The amount due is expected to be repaid from the final capital contribution to the partnership.

LACLT entered into a development services agreement with Harriman Hill Affordable Housing Limited Partnership. The agreement calls for payment of a fee in the amount of \$79,667 for the development services on a project located in Wolfeboro Falls, New Hampshire. LACLT earned \$79,667 during the year ended December 31, 2011. LACLT was owed \$52,167 and \$63,417 at December 31, 2012 and 2011, respectively. The amount due is expected to be repaid from the cash flows of the partnership.

LACLT entered into a development services agreement with LM II Affordable Housing Limited Partnership, in which it is a general partner. The agreement calls for payment of a fee in the amount of \$363,000 for the development services on a project located in Tilton, New Hampshire. LACLT earned \$72,000 during the year ended December 31, 2012.

*Investments in Partnerships*

LACLT contributed \$3,416 to Avery Hill Neighborhood Limited Partnership, a limited partnership that was formed to develop, maintain and operate a low-income housing project in Laconia, New Hampshire. In return for the contribution, LACLT received a .5% general partner interest in the partnership. The investment has been recorded at cost.

LACLT Corporation contributed \$200 to 1997 PH Limited Partnership, a limited partnership that was formed to develop, maintain and operate a low-income housing project in Laconia, New Hampshire. In return for the contribution, LACLT Corporation received a .01% general partner interest in the partnership. The investment has been recorded at cost.

LACLT Corporation contributed \$196,755 to LNI Limited Partnership, a limited partnership that was formed to develop, maintain and operate a low-income housing project in Laconia, New Hampshire. In return for the contribution, LACLT Corporation received a .01% general partner interest in the partnership. The investment has been recorded at cost.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

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**6. Related Party Transactions (continued)**

LACLT Corporation is a .01% general partner in MFH Limited Partnership. The Partnership was formed to develop, maintain and operate a low-income housing project in Laconia, New Hampshire. LACLT Corporation is expected to contribute \$100 for its partnership interest.

LACLT Corporation is a .01% general partner in Mechanic School Limited Partnership. The Partnership was formed to develop, maintain and operate a low-income housing project in Laconia, New Hampshire. LACLT Corporation is expected to contribute \$100 for its partnership interest.

LACLT Corporation is a .01% general partner in Boynton Road Limited Partnership. The Partnership was formed to develop, maintain and operate a low-income housing project in Meredith, New Hampshire. LACLT Corporation is expected to contribute \$100 for its partnership interest.

EASTLACLT, LLC is a .009% general partner in Harriman Hill Affordable Housing Limited Partnership. The partnership was formed to develop, maintain and operate a low-income housing project in Wolfeboro, New Hampshire. EASTLACLT, LLC is expected to contribute \$100 for its partnership interest.

**7. Long-term Debt**

Long-term debt consisted of the following at December 31, 2012 and 2011:

3% note payable to Bank of New Hampshire due in monthly principal and interest payments of \$1,158 through 2016. The note is collateralized by a mortgage on land and buildings, Winter Street, Laconia, New Hampshire. The balance outstanding at December 31, 2012 and 2011 was \$48,312 and \$59,208, respectively.

4% note payable to Bank of New Hampshire due in monthly principal and interest payments of \$512 through January 2022. The note is collateralized by a mortgage on land and building, Elm Street, Laconia, New Hampshire. The balance outstanding at December 31, 2012 and 2011 was \$41,526 and \$45,076, respectively.

4% note payable to Bank of New Hampshire due in monthly principal and interest payments of \$428 through January 2022. The note is collateralized by a mortgage on land and building, Pearl Street, Laconia, New Hampshire. The balance outstanding at December 31, 2012 and 2011 was \$34,698 and \$37,664, respectively.

3% note payable to Meredith Village Savings Bank due in monthly principal and interest payments of \$2,781 through December 31, 2039. The loan is being amortized over a thirty year period. The note is collateralized by a mortgage on real estate located in Meredith, New Hampshire and is subject to the terms of an Affordable Housing Program Agreement. The balance outstanding at December 31, 2012 and 2011 was \$617,033 and \$631,614, respectively.

Non-interest bearing note payable to Meredith Village Savings Bank. The loan has been discounted using an imputed interest rate of 4.0%, which resulted in a discount of \$262,345 and \$267,703 at December 31, 2012 and 2011, respectively. The note is collateralized by a mortgage on real estate located in Meredith, New Hampshire and is subject to the terms of an Affordable Housing Program Agreement. No principal payments are due until the loan matures in full on January 22, 2039. The balance at December 31, 2012 and 2011 was \$139,296 and \$133,938, respectively.



**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

**7. Long-term Debt (continued)**

Maturities of long-term debt are as follows:

<u>December 31,</u>	
2013	\$ 33,810
2014	34,912
2015	36,051
2016	37,064
2017	25,387
Thereafter	<u>713,640</u>
	<u>\$ 880,864</u>

**8. Property Liens**

*City of Laconia*

The City of Laconia has provided improvements to LACLT properties through the use of Community Development Block Grant funds. These improvements are recorded as assets as the improvements are made to the properties.

The properties must be used as housing for low-income individuals and families for a period of twenty years from the contract dates. If the property is sold within twenty years, LACLT becomes liable to the City for the entire contracted amount. The intention of LACLT is to retain ownership of the properties for the contracted periods.

Contracts entered into as of December 31, 2012 were as follows:

<u>Property</u>	<u>Contract Value</u>	<u>Contract Expiration Date</u>
Pearl Street	\$ 39,213	2013
Pearl Street	15,520	2014
Oak Street	42,492	2013
Oak Street	1,830	2014
Washington Street	49,366	2013
Washington Street	5,730	2014
Walnut Street	30,322	2013
Walnut Street	13,619	2014
South Main Street	37,483	2013
South Main Street	13,301	2014
Winter Street	77,184	2016

*New Hampshire Housing Finance Authority*

The New Hampshire Housing Finance Authority ("NHHFA") has provided funding for the renovation of LACLT's Lincoln Street Property. NHHFA has placed a restriction on the property. The restriction states that the property may not be sold for a period of thirty years from the date of construction. If the property is sold within thirty years, then LACLT becomes liable to NHHFA for the contracted amount.

LACLT's intention is to retain the property for the contract period.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2012 AND 2011

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**8. Property Liens (continued)**

*Bank of New Hampshire*

Bank of New Hampshire has provided funding, through the Federal Home Loan Bank's Affordable Housing Program, for the acquisition of property located at 85-87 Elm Street, Laconia, New Hampshire. The property must be used by income eligible households. An amount of \$60,000 must be repaid if the terms of the mortgage are not met. The mortgage on the property, and its related restrictions, were deemed satisfied on June 2, 2011.

**9. In-Kind Contributions**

LACLT records the fair market value of any goods and services furnished or received during the year. LACLT received \$4,800 and \$6,850 of in-kind services during the years ended December 31, 2012 and 2011, respectively. A considerable amount of volunteer time, of which no readily ascertainable value could be obtained, was not recorded on the books of LACLT for the years ended December 31, 2012 and 2011.

**10. Grants and Awards**

LACLT received \$588,077 and \$885,185 in grants and awards during the years ended December 31, 2012 and 2011, respectively. Grants are recorded when the awards are made.

**11. Functional Allocation of Expenses**

Expenses are charged to programs and supporting services on the basis of periodic time and expense studies. Management and general expenditures include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of LACLT.

**12. Restricted Cash**

LACLT entered into a Regulatory Agreement with NHHFA in connection with the mortgage on Lincoln Street. See Note 8. The Agreement requires LACLT to make monthly deposits in the amount of \$50 into a reserve for replacements. Withdrawals from this account cannot be made without the consent of NHHFA.

Restricted cash for the Lincoln Street property at December 31, 2012 were as follows:

Replacement reserve	\$ 8,254
Operating checking account	12,650
Real estate tax escrow	550
Residual receipts reserve	50,109
	<u>\$ 71,563</u>

**13. Ground Lease**

LACLT entered into a ground lease with an individual on March 21, 2003. The lease of land on Jameson Street, Laconia, is for a period of ninety-nine years with an option to renew for an additional period of ninety-nine years. The lease calls for monthly payments of \$25.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

**14. Concentration of Credit Risk**

Financial instruments that potentially subject LACLT to a concentration of credit risk consist principally of cash and cash equivalents. LACLT cash balances at December 31, 2012 and 2011 were FDIC insured, or collateralized by the bank's assets.

LACLT receives approximately 44% of its funding from government grants. A reduction in the funding would impair its ability to operate. LACLT's management does not anticipate a reduction in funding.

**15. Property and Equipment**

	<u>2012</u>	<u>2011</u>
Land	\$1,138,551	\$1,138,551
Building and Improvements	2,177,051	2,095,669
Equipment	<u>66,507</u>	<u>66,507</u>
Total	3,382,109	3,300,727
Less: accumulated depreciation	<u>639,288</u>	<u>576,586</u>
Property and Equipment, net	<u>\$2,742,821</u>	<u>\$2,724,141</u>

**16. Equity Equivalent Investment**

LACLT received an equity equivalent investment in the amount of \$110,000 from Meredith Village Savings Bank during the year ended December 31, 2008. A promissory note has been entered into requiring repayment of this investment on or before December 19, 2018 or such later date as may be determined by the lender. Interest shall be payable at an annual rate of 3% commencing on December 19, 2009 and at maturity. The outstanding balance at December 31, 2012 and 2011 was \$110,000 and \$110,000, respectively.

**17. Commitments and Contingencies**

LACLT has acted as sponsor for various low-income and affordable housing developments. These developments have received various forms of funding from federal, state and local sources. The terms of these funding agreements generally require that the projects maintain affordable housing and low-income eligibility status. If such status is not maintained, LACLT may be obligated to remedy any defaults in the requirements and may be liable to repay certain amounts to investors and lenders. Management is not aware of any instances of noncompliance that would impair its assets.

In addition, LACLT, as project sponsor, has, in some cases, agreed to advance funds to its related partnerships as guarantor of its or the general partner's obligation to fund operating deficits, development cost overruns, payments for reduced tax benefits to investors and other circumstances affecting the partnerships, as defined in the partnership agreements. As of the date of this report, LACLT was not obligated for any balance.

LACLT has entered into an Unconditional Construction Completion Guarantee Agreement with LM II Affordable Housing Limited Partnership, a related party. LACLT has agreed to advance any deficiency in funding available to complete the construction of the housing project through its "100% occupancy date."

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2012 AND 2011**

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**18. Amortization**

LACLT follows the policy of charging to expense annual amounts of amortization that allocated the cost of intangible assets over their estimated useful lives utilizing the straight-line method of amortization. Intangible assets include finance fees of \$13,064 which are amortized over 20 years, and finance fees of \$4,343 which are amortized over 40 years. Amortization expense for the year ended December 31, 2012 and 2011 was \$764 and \$764, respectively.

**LACONIA AREA COMMUNITY LAND TRUST, INC.**  
**SUPPLEMENTAL SCHEDULE OF RENTAL INCOME AND EXPENSES**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**

	Elm (Fore) Street	44 Pearl Street	155/157 Oak Street	24 Walnut Street	334 South Main Street	199 Washington Street	79 Lincoln Street	21 Winter Street	23 Winter Street	Frances Court	Noyes Road		
Rental and Other Income	\$	16,748	6,941	11,929	20,060	22,801	11,728	18,132	36,550	28,768	63,302	8,882	\$ 245,941
<b>Expenses</b>													
Insurance	1,664	912	813	1,078	912	812	991	1,713	1,713	3,060	331	13,999	
Advertising	48	24	24	36	36	24	24	61	60	-	-	337	
Professional fees	1,545	425	425	401	425	373	875	428	425	690	-	6,012	
Depreciation and amortization	6,932	3,517	5,069	3,838	2,906	3,762	4,502	3,967	4,920	13,597	3,587	56,597	
Bad debt expense	(69)	325	-	-	-	-	-	-	-	-	42	298	
Repairs and maintenance	8,681	5,071	3,719	1,955	1,982	1,737	2,262	4,496	7,479	7,223	4,136	48,741	
Utilities	5,510	1,419	2,001	897	1,336	975	-	5,618	8,742	408	96	27,002	
Snow and trash removal	614	344	325	459	497	363	325	794	859	4,799	-	8,369	
Property taxes	4,746	3,800	3,196	4,866	3,865	3,037	4,054	2,936	3,061	7,484	2,589	43,644	
Water and sewer	1,405	794	646	909	1,470	712	1,266	1,684	1,660	6,175	297	17,028	
Miscellaneous	172	21	78	52	33	22	57	53	53	86	38	665	
Management fees	2,748	1,374	1,374	2,061	2,061	1,374	1,374	3,435	3,435	7,380	-	26,616	
Interest	2,026	1,684	7	-	-	-	-	1,025	1,023	18,788	-	24,553	
<b>Total Expenses</b>	<b>36,022</b>	<b>19,710</b>	<b>17,677</b>	<b>16,552</b>	<b>15,523</b>	<b>13,191</b>	<b>15,730</b>	<b>26,210</b>	<b>33,430</b>	<b>69,690</b>	<b>11,126</b>	<b>274,961</b>	
<b>Income (Loss)</b>	<b>\$ (19,274)</b>	<b>\$ (12,769)</b>	<b>\$ (5,748)</b>	<b>\$ 3,508</b>	<b>\$ 7,278</b>	<b>\$ (1,463)</b>	<b>\$ 2,402</b>	<b>\$ 10,440</b>	<b>\$ (4,662)</b>	<b>\$ (6,388)</b>	<b>(2,244)</b>	<b>\$ (28,920)</b>	

**Supplemental Information:**

Principal repayment of loans	3,550	2,966	-	-	-	-	-	-	-	-	-	-	-
Depreciation and amortization	6,932	3,517	5,069	3,838	2,906	3,762	4,502	3,967	4,920	13,597	3,587	56,597	

See accompanying notes  
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LACONIA AREA COMMUNITY LAND TRUST, INC.

Single Audit Reports

December 31, 2012





LACONIA AREA COMMUNITY LAND TRUST, INC.

SINGLE AUDIT REPORTS

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DECEMBER 31, 2012

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**NESSERALLA & COMPANY, LLC**  
*A Public Accounting Firm*

Phone (603) 369-3812

Email accountants@nesscocpa.com

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

Independent Auditor's Report

To the Board of Directors  
Laconia Area Community Land Trust, Inc.  
Laconia, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Laconia Area Community Land Trust (LACLT), Inc., which comprise the consolidated statement of financial position as of December 31, 2012, and the related consolidated statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 12, 2013.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered LACLT's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of LACLT's internal control. Accordingly, we do not express an opinion on the effectiveness of LACLT's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether LACLT's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Nesseralla & Company, LLC*

Manchester, New Hampshire  
June 12, 2013

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL  
CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL  
AWARDS REQUIRED BY OMB CIRCULAR A-133

Independent Auditor's Report

To the Board of Directors  
Laconia Area Community Land Trust, Inc.  
Laconia, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Laconia Area Community Land Trust (LACLT), Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of LACLT's major federal programs for the year ended December 31, 2012. LACLT's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of LACLT's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about LACLT's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of LACLT's compliance.

**Opinion on Each Major Federal Program**

In our opinion, LACLT complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012.

**Report on Internal Control Over Compliance**

Management of LACLT is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered LACLT's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB

Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of LACLT's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

#### **Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

We have audited the financial statements of LACLT as of and for the year ended December 31, 2012, and have issued our report thereon dated June 12, 2013, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

*Nesseralla & Company, LLC*  
Manchester, New Hampshire  
June 12, 2013

LACONIA AREA COMMUNITY LAND TRUST, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
DECEMBER 31, 2012

**A. SUMMARY OF AUDITOR'S RESULTS**

*Financial Statements*

Type of auditor's report issued [unqualified, qualified, adverse, or disclaimer]: UNQUALIFIED

Internal control over financial reporting:

- Material weakness(es) identified?  Yes  No
- Significant deficiency(ies) identified?  Yes  None reported
- Noncompliance material to financial statements noted?  Yes  No

*Federal Awards*

Internal control over major programs:

- Material weakness(es) identified?  Yes  No
- Significant deficiency(ies) identified?  Yes  None reported

Type of auditor's report issued on compliance for major programs [unqualified, qualified, adverse, or disclaimer]: UNQUALIFIED

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?  Yes  No

Identification of major programs:

CFDA Number(s): 21.000

Name of Federal Program or Cluster: NeighborWorks America

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee?  Yes  No

**B. FINDINGS – FINANCIAL STATEMENTS AND FEDERAL AWARDS**

None

**C. OTHER FINDINGS AND QUESTIONED COSTS**

There are no other findings or questioned costs.

LACONIA AREA COMMUNITY LAND TRUST, INC.  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED DECEMBER 31, 2012

Federal Grantor/Passed Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Federal Expenditures
<u>U.S. Department of Housing and Urban Development</u>			
Housing Counseling Assistance Program	14.169	N/A	\$ 25,056
Pass-through program from:			
Local Initiatives Support Corporation: Section 4 Capacity Building for Community Development and Affordable Housing	14.252	B-10-CB-NY-0001	16,000
Total U.S. Department of Housing and Urban Development			<u>41,056</u>
<u>U.S. Department of Treasury</u>			
NeighborWorks America	21.000	N/A	511,073
Total U.S. Department of Treasury			<u>511,073</u>
<u>U.S. Department of Homeland Security</u>			
Emergency Food and Shelter National Board Program	97.024	N/A	5,861
Total U.S. Department of Homeland Security			<u>5,861</u>
<b>Total Federal Assistance</b>			<b>\$ 557,990</b>

See accompanying notes



LACONIA AREA COMMUNITY LAND TRUST, INC.

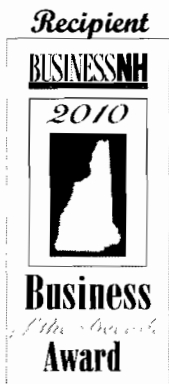
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED DECEMBER 31, 2012

**1. Basis of Presentation**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Laconia Area Community Land Trust, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organization*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.





***Laconia Area Community Land Trust, Inc.***

658 Union Avenue

Laconia, NH 03246

Tel: (603) 524-0747 Fax: (603) 527-2514

[www.lact.org](http://www.lact.org)

Our mission: To assist low and moderate income families to achieve economic self sufficiency through the development of permanently affordable housing and associated support programs.







## *Laconia Area Community Land Trust, Inc.*

658 Union Avenue

Laconia, NH 03246

Tel: (603) 524-0747 Fax: (603) 527-2514

### **BOARD OF DIRECTORS**

<b>NAME &amp; TITLE</b>	<b>SEAT</b>	<b>TERM EXPIRATION</b>
<b>Peter Stewart</b> Chair	Public Representative	October 2013
<b>Ryan Barton</b> Vice Chair	General Representative	October 2013
<b>Andrea Cattabriga</b> Treasurer	Public Representative	October 2013
<b>Jason Hicks</b> Vice Treasurer	General Representative	October 2015
<b>Cynthia Dame</b> Secretary	Public Representative	October 2014
<b>Lisa Morris</b> Vice Secretary	Resident Representative	October 2013
<b>Maria Babineau</b> Board Member	Resident Representative	October 2013
<b>Paul Charlton</b> Board Member	General Representative	October 2015
<b>Brad Hunter</b> Board Member	Public Representative	October 2014
<b>Kerri Lowe</b> Board Member	Resident Representative	October 2013
<b>Marie McDonald</b> Board Member	Resident Representative	October 2014
<b>Chris Walkley</b> Board Member	General Representative	October 2015



**LEIGH CAMPBELL**  
**RESIDENT SERVICES COORDINATOR**

**EXPERIENCE:**

**LACONIA AREA COMMUNITY LAND TRUST, LACONIA, NH**

4/28/2008-Present

**Resident Services Coordinator**

Available for support & counseling to residents of LACLT properties. Support services include life skills training, goal setting, help with employment, personal and family issues, referrals for area resources. Responsible for HMIS data entry and update. Administrative duties. Responsible for handling of sensitive client information.

**LAW OFFICE OF BRATTON & SPRINGER, LOWELL, MA**

3/2002-1/2008

**Attorney**

Primary responsibilities included representing low income tenants in eviction proceedings concerning both private and subsidized housing cases. Certified housing mediator by Northeast Housing Court acting to resolve and dispose of cases pending before the Court. Acted as inter-agency liaison between local housing authorities, non-profits and code enforcement officials in the Merrimack Valley. Supervised law students and paralegals while managing a substantial caseload.

**MERRIMACK VALLEY LEGAL SERVICES, LOWELL, MA**

5/1997-3/2002

**Attorney**

Supervising attorney for housing unit. Primary responsibilities included representing indigent tenants in public, subsidized and transitional housing in matters concerning eligibility, termination and eviction. Organized and conducted seminars to educate and support indigent families living in shelters seeking permanent affordable housing. Worked closely with area non-profit to assist in developing programs benefiting homeless families and creating family self-sufficiency program.

**Intake Supervisor/Paralegal**

9/1989-9/1996

Primary responsibilities included intake screening for indigent clients in need of services. Representing and counseling indigent tenants in administrative hearings concerning eligibility and termination of public and subsidized housing. Provided support to housing unit attorneys through research, writing of pleadings, and meeting with and preparing clients for pending actions. Participated in workshops designed to educate and assist victims of domestic violence seeking permanent affordable housing.

**EDUCATION:**

University of Massachusetts – Lowell, MA

Bachelor of Arts Degree – English – 1993, Magna Cum Laude Graduate

Northeastern University School of Law – Boston, MA

Juris Doctorate Degree – 1997





**LINDA L. HARVEY  
EXECUTIVE DIRECTOR**

**EXPERIENCE**

**LACONIA AREA COMMUNITY LAND TRUST, LACONIA, NH** 1992 to Present

**Executive Director**

**President, LACLT Corp., the sole general partner of 8 limited partnerships**

Founding executive director of community development corporation. Developed fledgling volunteer start up to an organization of strength and success with combined net assets in excess of 44.5 million dollars.

- Built a nonprofit organization having clear mission and vision, strong infrastructure, skilled board and staff, and programs of excellence.
- Executed thoughtful business and financial planning for strategic growth, pace, and success
- Developed broad community support through comprehensive community organizing. Established extraordinary relationships and partnerships to identify and realize community goals.
- Garnered in excess of 44.5 million dollars for operations and projects through a diversified funding strategy of earned and raised income. Raised income includes membership program, donor program, and public and private local and national grantsmanship and grant management. Raised capital from public and private institutions and investors. Syndicated and sold 9 allocations of federal tax credits.
- Developed 208 units of quality permanently affordable housing units in 58 buildings in award winning neighborhood revitalization projects. Developed 2 permanently affordable homeownership homes. Effectively worked with communities to identify need and create thoughtful rehab projects designed with priorities of preservation, green space, improved neighborhoods and quality of life for the residents. Voluntarily paid full real estate taxes totaling 1.51 million dollars.
- Provided excellent property and asset management to the portfolio yielding high performing projects with excellent cash flow, reserves, capital plans, compliance, and performance for the investors.
- Developed nationally noted programs of excellence including the Transitional Service Program, Tenant Support Programs, and HomeBuyer Resource Center. Programs demonstrate quality services and meaningful impact through performance indicators and success measures.
- Consulted to numerous state and national organizations. Presented to state and national conferences. Widely used housing expert by local and state newspapers, radio, and television.

**LAKES REGION MENTAL HEALTH CENTER, LACONIA, NH**

1982-1992

**Director of Housing Programs**

Developed a full range of successful housing programs for persons with mental illness. Developed innovative Peer Support program that became a successful independent private nonprofit. Provided individual and group counseling, case management, and emergency services for Belknap County. Received NH Governor Award, New England Exemplary Rehab Service Program awards, and named NH Case Manager of the Year.

**CRESCENT HOUSE, YORK COUNSELING SERVICES, INC., SACO, ME**

1980-1982

**Manager of Crescent House**

Responsible for the administration and clinical management of this psychiatric half way house.

**EDUCATION**

Academy of Certified Social Workers 1988

University of Connecticut, Masters Degree in Social Work 1986 (GPA 4.0)

Nasson College, Bachelor of Science in psychology and human services 1982 (GPA 4.0)

Dante Alighieri, Firenze Italia. Storia di arte e pittura. 1980

**NUMEROUS AWARDS INCLUDING MOST RECENT**

- New Hampshire Housing Finance Authority's inaugural Bringing You Home Award 2010
- NH Business of the Decade Award, 2010 by Business NH Magazine
- NH State Senate Resolution in recognition of Business of the Decade Award
- Lakes Region Chamber of Commerce 1st Community Vision Award, 2010
- Citizens Bank and WMUR-TV 9 Champion in Action Award, 2009
- Award of appreciation and flag flown over the White House from U.S. Senator John Sununu 2008
- 1<sup>st</sup> Community Leadership Award, NH Charitable Foundation & Leadership Lakes Region 2008
- Zonta's 2008 Rose Award to Women of Achievement Who Improve the Status of Women
- The Laconia Citizen Newspaper 2007 Newsmaker of the Year
- Walter J. Dunfey 2007 Award for Excellence in Nonprofit Management, Corporate Fund of NH
- NH's Remarkable Woman Award 2006, New Hampshire Magazine
- NH Business Excellence Award 2006, NH Business Review Magazine
- NH Business of the Year 2005, Business NH Magazine
- Irwin Award for Outstanding Community Service, Laconia -Weirs Beach Chamber of Commerce
- NH Community Champion Award by Citizens Bank and WMUR Television
- Charles L. Edson Tax Credit Excellence Award, National Affordable Housing Tax Credit Coalition
- Corporate Soul Award, Belknap County Economic Development Council
- Award of Excellence for Outstanding Urban Redevelopment, City of Laconia NH
- New England Partnership Award, Federal Home Loan Bank of Boston
- Asset Management Award, Northern New England Investment Fund
- Plan NH Merit Award
- Golden Hammer and Golden Trowel Awards, Laconia Weirs Beach Chamber of Commerce
- Energy Efficiency and Green Building Award, Laconia Weirs Beach Chamber of Commerce
- HUD Director's Award of Recognition and Appreciation
- Directors Award, NH Community Loan Fund

**SAMPLING OF CURRENT AND PAST SERVICE:**

- NH Planning and Housing Development Council
- Board of Directors NH Community Loan Fund
- Board of Directors NH Community Reinvestment Corporation
- Board of Directors, Cornerbridge
- Board of Directors, Lakes Region United Way
- Advisory Board, Federal Home Loan Bank of Boston
- Advisory Board, Citizens Bank NH
- Advisory Board, NH Technical College
- Incorporator, Belknap County Economic Development Council
- Incorporator, Taylor Community Laconia
- Steering Committee, Lakes Region Community Economic Development Strategy
- Steering Committee, Leadership Lakes Region
- Steering Committee, Housing Study by the Lakes Region Planning Commission
- Steering Committee, NH Livable Wage Study

**STUART P. LaSALLE**  
Deputy Director/Finance Director

**SUMMARY**

Highly accomplished manager with experience in diverse industries including manufacturing, retail/wholesale distribution, restaurant/hospitality and non-profit. Proven ability to develop policies and procedures to improve operations and reach company's profit objective. Ability to confidently act as a liaison to financial, banking and insurance institutions as well as governmental agencies. Ability to maintain a high level of emotional intelligence leadership competencies.

**EXPERIENCE**

**LACONIA AREA COMMUNITY LAND TRUST, LACONIA, NH** 10/2006-Present  
**Deputy Director/Finance Director**

Responsible for daily operations and staff supervision. Assist Executive Director with planning, direction, coordination, and evaluation of programs and activities, creating and updating operational plans and annual work plans.

Responsible for the overall financial management, financial records and human resource administration functions of a community land trust non-profit. Also serve as the asset manager, responsible for ensuring that housing properties are properly managed and maintained consistent with standards set by the organization and that the requirements of investors, funders and property governing documents are met.

**HAVENWOOD-HERITAGE HEIGHTS, CONCORD, NH** 4/2006-8/2006  
**Financial Services Manager**

Supervised the accounting staff in the financial services department that included payroll and accounts payable. Responsible for the timely review of the monthly reconciliation of general ledger accounts.

Responsible for the review of all purchase order requests and maintained the purchasing management system. Hands-on management of the Medicaid program and the Resident Trust Fund. Assisted CFO with special projects as needed.

**BARON MACHINE CO., INC., LACONIA, NH** 2000-2006  
**Controller**

Hands-on responsibility for all day-to-day accounting functions of the organization. Maintained records and developed procedures that generated quantitative reports on the company's operation to satisfy the needs of stockholders, managers, creditors and governmental agencies. Provided the management team with meaningful interpretation of the information and assisted in policy setting, planning and control of the business. Involved in establishing or improving, coordinating and administering the systems necessary in controlling the operations.

Participated in the development of the short-range and long-range business plans. Acted as a sounding board for key members of the management team.

**DECORATIVE INTERIORS, INC., LACONIA, NH** 1997-2000  
**Accounting Manager**

Managed accounts payable, accounts receivable, payroll and human resources. Produced meaningful monthly financial statements. Worked directly with the owners in the development of short-range and

long-range business plans. Established a new banking relationship enabling company to secure bank financing.

**F & M RESTAURANTS, INC., GILFORD, NH**

1986-1997

**Vice President Finances & Operations**

Planned, directed and coordinated systems designed to ensure that aims, goals and objectives of company were accomplished in accordance with prescribed priorities and funding conditions. These included a cost accounting and inventory control system, a financial planning, control and analysis system, and a management information system. Reviewed reports and modified systems as required. Conferred with key team members to provide advice and assist in problem solving.

**GILFORD RESORT GROUP, GILFORD, NH**

1987-1990

**General Partner**

Utilized knowledge of financial and managerial procedures to assist in developing, selling and managing *B. Mae's Resort Inn* and *B. Mae's Vacation Suites*. Devised procedures and reports to help secure bank financing. Assisted with installation and analysis of computer system. Worked directly with sales staff.

**B. MAE DENNY'S, INC., GILFORD, NH**

1983-1986

**Controller**

Developed accounting procedures to evaluate company's financial systems and internal controls. Ensured that records were accurate and controls adequate to protect against waste. Reviewed company's operations and evaluated efficiency. Provided management with quantitative reports and meaningful interpretations.

**Corporate Accountant**

1982-1983

Responsible for accounts payable, accounts receivable, cash flow, payroll, general ledger maintenance and human resources. Prepared consolidated, as well as individual, monthly financial statements for four locations.

**EDUCATION**

**UNIVERSITY OF NEW HAMPSHIRE**, Durham, NH  
Certificate in Professional Coaching (2003)

**SOUTHERN NEW HAMPSHIRE UNIVERSITY**, Manchester, NH  
Graduate School (Managerial Accounting, 1987)  
B.S. in Accounting (1981)

**CITY UNIVERSITY OF NEW YORK**, Long Island City, NY  
A.A.S. in Accounting (1979)

**NATIONAL CREDIT OFFICE**, New York, NY  
Credit and Financial Statement Analysis (1976)

**AFFILIATIONS**

**BELKNAP COUNTY ECONOMIC DEVELOPMENT COUNCIL**  
At-Large Incorporator

**GILFORD VILLAGE KNOLLS – SENIOR HOUSING**  
Board of Trustees

## JOAN E. CELLUPICA

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Accounting professional with over 15 years experience. Areas of expertise include accounts payable, payroll, general ledger, tax preparation, budget preparation, and inventory management. Responsible, detail oriented with strong analytical, problem solving, communication and interpersonal skills.

### EXPERIENCE

**Laconia Area Community Land Trust, Inc., Laconia, NH** **4/2012 – Present**  
**OFFICE MANAGER**

Responsible for a range of administrative, clerical and accounting duties to support the daily operations of the organization. Duties include but are not limited to A/R, A/P, G/L, Payroll and the purchasing office supplies.

**New Hampshire Historical Society, Concord, NH** **2011-2012**  
**ACCOUNTANT 2011-2012**

Duties include daily deposits, preparing A/P, reconciliations, month end closing entries. Compile, generate distribute management reports, as required.

**Lutheran Social Services of NE, Inc., Concord, NH** **2008-2010**  
**SENIOR STAFF ACCOUNTANT 2009-2010**

Responsible for all G/L entries and maintenance through financial statements for three subsidiaries. Compiled, verified, generated and distributed financial statements. Reconciled bank statements and G/L accounts, prepared and entered journal entries. Maintained Fixed Asset Ledger. Provided support to Service Line Managers by researching questions regarding revenue and expenses.

**SENIOR PAYROLL ACCOUNTANT 2008-2009**

Responsible for all aspects of the processing and payment of the Bi-weekly payroll for two subsidiaries. Prepared, verified and filed quarterly payroll tax returns. Enrolled and administered employee benefits. Prepared and verified W-2 information. Compiled, generated and distributed various payroll reports, as required. Researched and resolved all payroll problems.

**Isola USA/Polyclad Laminates, Inc., Franklin, NH** **1997-2007**  
**STAFF ACCOUNTANT 2003-2007**

Prepared various month end-closing entries, including accrued depreciation. Reconciled general ledger accounts and bank statements. Created and maintained information for on line wire transfers. Reconciled and invoiced Inter-company accounts. Prepared and filed various Sales and Use Tax Returns. Tracked, reported and processed additions / disposals to Fixed Asset Ledger and G/L. Assisted Inter-companies with Fixed Asset setup and problem solving, as needed. Provide support to Project Managers for CIP budgeting. Conducted Fixed Asset Inventories. Compiled and generated reports, as required.

**ACCOUNTING SUPERVISOR 1999-2003**

Duties included responsibility for processing and payment of accounts payable for domestic plants, hiring, training and supervision of A/P staff, resolution of A/P problems, month end close and related journal entries, issuing 1099's, filing of various tax returns, working with internal and external auditors.

**JUNIOR STAFF ACCOUNTANT 1997-1999**

Keyed and maintained Fixed Assets in Prism, assisted with budgeting and A/P, reconciled bank statements.

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### EDUCATION:

BS, Accounting, Southern New Hampshire University, Manchester, NH  
Project Management Certificate, New Hampshire Community Technical College, Concord, NH

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### SKILLS & ABILITIES:

- Excel / Word / Outlook Express
- JDE / Prism / MIP/ Financial Edge / Raisers Edge
- Green Belt, Six Sigma Training / 1099 Training

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**AFFILIATIONS:** Delta Mu Delta, Honor Society in Business, New Hampshire College

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*Recipient*



***Laconia Area Community Land Trust, Inc.***

658 Union Avenue  
Laconia, NH 03246  
Tel: (603) 524-0747 Fax: (603) 527-2514  
www.laclt.org

Key Administrative Personnel Sheet

Position	Annual	% Funded
Resident Services Coordinator	\$35,374	100%
Executive Director	\$120,576	12%
Deputy/Finance Director	\$76,367	10%
Office Manager	\$38,360	12%







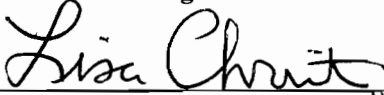
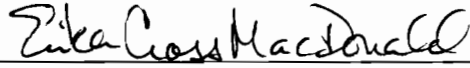
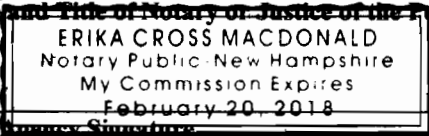
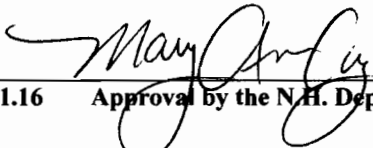
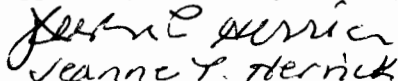
Subject: State Grant-In-Aid Funds Program

**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> Nashua Soup Kitchen & Shelter, Inc.		<b>1.4 Contractor Address</b> 42 Chestnut Street Nashua, NH 03061	
<b>1.5 Contractor Phone Number</b> (603) 889-7770	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 146,776.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Lisa Christie executive director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6-11-13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> 			
<b>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:  Jeanne T. Herrick, Attorney On: <u>26 JUN. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials:   LZ    
Date:   6-11-13

**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:   Lz    
Date:   6-11-13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 44% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 5 days.
  - 1.4.3. The average length of stay for families will be reduced by 10 days.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

Service locations:

Nashua: 58 Ash Street & 29 Kinsley St

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6-11-13



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

**NH General Funds:**

SFY14 not to exceed \$73,388.00  
SFY15 not to exceed \$73,388.00

Federal Funds: Not Applicable

**1. PROGRESS REPORTS:**

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

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

- 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.
- 2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.
- 2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.
- 2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

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

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6-11-13



**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$67,837.00</b>	<b>\$67,837.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$78,939.00</b>	<b>\$78,939.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$146,776.00</b>	<b>\$146,776.00</b>
<b>TOTAL GIA+Match</b>	<b>\$293,552.00</b>	



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;





Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

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Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

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- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and



Exhibit C

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

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**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

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**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials:   L    
Date:   6-11-13

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

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

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

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

Nashua Soup Kitchen  
 and Shelter Inc      From: 7-1-13      To: 6-30-15  
 (Contractor Name)      (Period Covered by this Certification)

Lisa Christie executive direct-  
 (Name & Title of Authorized Contractor Representative)

*Lisa Christie*  
 (Contractor Representative Signature)      6-11-13  
 (Date)



NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

Lisa Christie  
(Contractor Representative Signature)

Lisa Christie exec. director  
(Authorized Contractor Representative Name & Title)

Nashua Soup Kitchen & Shelter Inc  
(Contractor Name)

6-11-13  
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials:   L2  

Date:   6-11-13

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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials:   L    
Date:   6-11-13

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

<i>Lisa Christ</i>	<i>Lisa Christie exec. director.</i>
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
<i>Nashua Soap Kitchen: Shelts Inc</i>	<i>6-11-13</i>
(Contractor Name)	(Date)

Contractor Initials: *L*  
 Date: *6-11-13*

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Lisa Christ                      Lisa Christie exec. director  
(Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Nashua Soup Kitchens & Shelter Inc                      6-11-13  
(Contractor Name)                      (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Lisa Christie                      Lisa Christie exec. direct.  
(Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Nashua Soup Kitchen & Shelter, Inc                      6-11-13  
(Contractor Name)                      (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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



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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH DHHS  
The State Agency Name

Nashua Soap Kitchen + Shelter, Inc  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Lisa Christ  
Signature of Authorized Representative

Mary Ann Cooney  
Name of Authorized Representative

Lisa Christie  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

executive director  
Title of Authorized Representative

7/10/13  
Date

6-11-13  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Lisa Christ                      Lisa Christie exec. director

(Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Nasha Soup Kitchen Shelter, Inc                      6-11-13

(Contractor Name)                      (Date)

Contractor initials: LC  
Date: 6-11-13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

198884314

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: \_\_\_\_\_

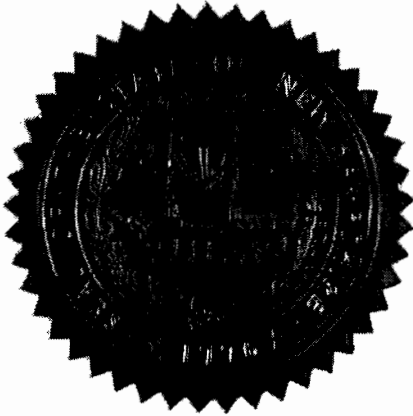
Amount: \_\_\_\_\_

Contractor initials: h  
Date: 6-11-17  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA SOUP KITCHEN AND SHELTER, INC. is a New Hampshire nonprofit corporation formed May 11, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5<sup>th</sup> day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

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

1. I am a duly elected Clerk of Nashua Soup Kitchen and Shelter, Inc  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6-11-13:  
(Date)

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

Emergency Shelter services.

**RESOLVED:** That the executive director  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of June, 2013  
(Date Contract Signed)

4. Lisa Christie is the duly elected executive director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

John Fisher  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11 day of June, 2013.

By John Fisher  
(Name of Clerk of the Corporation)

Zika Cross MacDonald  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 02/20/2018





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/26/2013

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Debbie Rioux	FAX (A/C, No): 603-886-4230	
	PHONE (A/C, No, Ext): 603-882-2766	E-MAIL ADDRESS: drioux@eatonberube.com	
INSURED NASSO Nashua Soup Kitchen & Shelter, Inc. P.O. Box 3116 Nashua NH 03061	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Insurance Companies		
	INSURER B: AmTrust Group		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 145500800 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y		PHPK1041335	7/1/2013	7/1/2014	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1041335	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB426203	7/1/2013	7/1/2014	EACH OCCURRENCE \$1000000 AGGREGATE \$1000000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3061860	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000

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

CERTIFICATE HOLDER  The State of NH DHHS Bureau of Health & Human Services 105 Pleasant St Concord NH 03301	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Marie Berube</i>
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NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

AND

INDEPENDENT AUDITORS' REPORT

NASHUA SOUP KITCHEN AND SHELTER, INC.

JUNE 30, 2012

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William P. Connor, CPA

CERTIFIED  
PUBLIC  
ACCOUNTANT

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Nashua Soup Kitchen and Shelter, Inc.:

We have audited the accompanying consolidated statement of financial position of Nashua Soup Kitchen and Shelter, Inc., (a nonprofit organization) and its affiliate as of June 30, 2012, and the related consolidated statements of activities, functional expenses, and cash flow for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

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

*William P. Connor CPA*

Manchester, New Hampshire  
September 27, 2012

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

JUNE 30, 2012

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2012</u>
<b>CURRENT ASSETS:</b>				
Cash (Note 1)	\$ 967,674	\$ -	\$ -	\$ 967,674
Cash - security deposits	6,137	-	-	6,137
Investments (Note 2)	303,997	258	60,402	364,657
Grants and accounts receivable (Note 1)	29,832	-	-	29,832
Prepaid expenses	<u>63,542</u>	<u>-</u>	<u>-</u>	<u>63,542</u>
<b>Total current assets</b>	<b><u>1,371,182</u></b>	<b><u>258</u></b>	<b><u>60,402</u></b>	<b><u>1,431,842</u></b>
<b>LAND, BUILDING AND EQUIPMENT, at cost</b>				
<b>(Notes 1 and 3):</b>				
Land and buildings	845,843	-	-	845,843
Building improvements	318,974	-	-	318,974
Kitchen equipment	35,949	-	-	35,949
Furniture, fixtures and equipment	<u>132,338</u>	<u>-</u>	<u>-</u>	<u>132,338</u>
	1,333,104	-	-	1,333,104
Less - Accumulated depreciation	<u>617,831</u>	<u>-</u>	<u>-</u>	<u>617,831</u>
	<u>715,273</u>	<u>-</u>	<u>-</u>	<u>715,273</u>
<b>OTHER ASSETS:</b>				
Notes receivable (Note 8)	<u>73,848</u>	<u>-</u>	<u>-</u>	<u>73,848</u>
	<b><u>\$2,160,303</u></b>	<b><u>\$ 258</u></b>	<b><u>\$60,402</u></b>	<b><u>\$2,220,963</u></b>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES:</b>				
Accounts payable	\$ 35,171	\$ -	\$ -	\$ 35,171
Accrued payroll and related expenses	62,336	-	-	62,336
Security deposits	7,484	-	-	7,484
Current portion of long term debt (Note 3)	<u>16,923</u>	<u>-</u>	<u>-</u>	<u>16,923</u>
<b>Total current liabilities</b>	<b><u>121,914</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>121,914</u></b>
<b>LONG TERM DEBT, less current portion</b>				
shown above (Note 3)	<u>294,801</u>	<u>-</u>	<u>-</u>	<u>294,801</u>
<b>NET ASSETS (Note 1):</b>				
Unrestricted	1,743,588	-	-	1,743,588
Temporarily restricted	-	258	-	258
Restricted	<u>-</u>	<u>-</u>	<u>60,402</u>	<u>60,402</u>
<b>Total net assets</b>	<b><u>1,743,588</u></b>	<b><u>258</u></b>	<b><u>60,402</u></b>	<b><u>1,804,248</u></b>
	<b><u>\$2,160,303</u></b>	<b><u>\$ 258</u></b>	<b><u>\$60,402</u></b>	<b><u>\$2,220,963</u></b>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2012</u>
SUPPORT AND REVENUE:				
Support				
Public contributions	\$ 767,302	\$ -	\$ -	\$ 767,302
In-kind contributions (Note 4)	1,006,570	-	-	1,006,570
City of Nashua, New Hampshire Community Development Block Grant	35,000	-	-	35,000
State of New Hampshire Emergency Shelter Program Grant	70,565	-	-	70,565
HUD Grant	54,499	-	-	54,499
Town grants, New Hampshire	17,200	-	-	17,200
Special events	199,029	-	-	199,029
Stewart McKinney Grant	63,836	-	-	63,836
Other grants	136,060	-	-	136,060
Rent- Transitional Housing	11,585	-	-	11,585
- Palm Street	<u>56,648</u>	<u>-</u>	<u>-</u>	<u>56,648</u>
Total support	<u>2,418,294</u>	<u>-</u>	<u>-</u>	<u>2,418,294</u>
Revenue				
Investment income	17,331	1,824	-	19,155
Investment return	<u>(9,089)</u>	<u>(4,777)</u>	<u>1,617</u>	<u>(12,249)</u>
Total revenue	<u>8,242</u>	<u>(2,953)</u>	<u>1,617</u>	<u>6,906</u>
Net assets released from restrictions satisfaction of usage requirement				
Total support and revenue	<u>\$2,426,536</u>	<u>\$(2,953)</u>	<u>\$ 1,617</u>	<u>\$2,425,200</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2012</u>
<b>EXPENSES:</b>				
Program Services				
Kitchen	\$1,235,573	\$ -	\$ -	\$1,235,573
Shelter	809,510	-	-	809,510
Housing	109,549	-	-	109,549
Palm Street	<u>96,482</u>	<u>-</u>	<u>-</u>	<u>96,482</u>
Total program services	<u>2,251,114</u>	<u>-</u>	<u>-</u>	<u>2,251,114</u>
Support Services				
Management and general	80,578	-	-	80,578
Fundraising	<u>117,720</u>	<u>-</u>	<u>-</u>	<u>117,720</u>
Total support services	<u>198,298</u>	<u>-</u>	<u>-</u>	<u>198,298</u>
Total program and support expenses	<u>2,449,412</u>	<u>-</u>	<u>-</u>	<u>2,449,412</u>
INCREASE (DECREASE) IN NET ASSETS	(22,876)	(2,953)	1,617	(24,212)
NET ASSETS, beginning of year	<u>1,766,464</u>	<u>3,211</u>	<u>58,785</u>	<u>1,828,460</u>
NET ASSETS, end of year	<u>\$1,743,588</u>	<u>\$ 258</u>	<u>\$ 60,402</u>	<u>\$1,804,248</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2012

	Program Services					Management and General	Fundraising	Total
	Soup Kitchen	Shelter	Transition Housing	Palm Street				
<b>SALARIES AND RELATED EXPENSES:</b>								
Salaries	\$ 205,025	\$434,186	\$ 39,358	\$ -	\$52,514	\$ 5,438	\$ 736,521	
Payroll taxes	21,798	42,527	3,936	-	5,283	548	74,092	
Employee benefits	50,413	56,711	8,466	-	8,946	928	125,464	
	<u>277,236</u>	<u>533,424</u>	<u>51,760</u>	<u>-</u>	<u>66,743</u>	<u>6,914</u>	<u>936,077</u>	
<b>OTHER EXPENSES:</b>								
In-kind food and services	774,872	151,299	15,017	-	1,424	63,958	1,006,570	
Depreciation	11,874	16,183	7,372	8,289	2,742	285	46,745	
Utilities	18,386	16,331	3,221	11,814	2,936	305	52,993	
Interest expense	579	1,450	522	9,214	197	21	11,983	
Food and supplies	79,894	6,403	-	-	-	-	86,297	
Client assistance	27,945	28,979	10,623	-	-	-	67,547	
Postage	3,247	6,522	3,255	-	-	-	13,024	
Insurance	1,975	13,876	7,460	5,000	1,804	187	30,302	
Office expense	4,304	5,210	2,651	386	941	98	13,590	
Telephone	2,910	4,788	-	-	596	62	8,356	
Newsletter	3,510	4,587	1,451	-	-	-	9,548	
Repairs and maintenance	4,399	276	-	19,147	362	38	24,222	
Professional fees	5,168	7,363	3,756	1,000	1,261	131	18,679	
Miscellaneous	120	-	-	-	-	-	120	
Travel	1,500	1,514	288	-	-	-	3,302	
Extermination	741	3,586	-	-	-	-	4,327	
Advertising	1,292	623	76	730	-	-	2,721	
Training	1,889	2,125	490	-	-	-	4,504	
Maintenance services	13,732	4,971	1,607	-	1,572	163	22,045	
Management fees and commissions	-	-	-	8,250	-	-	8,250	
Parking expense	-	-	-	7,144	-	-	7,144	
Property taxes	-	-	-	10,887	-	-	10,887	
Bad debt expense	-	-	-	14,621	-	-	14,621	
Fundraising	-	-	-	-	-	39,558	39,558	
Capital campaign	-	-	-	-	-	6,000	6,000	
	<u>958,337</u>	<u>276,086</u>	<u>57,789</u>	<u>96,482</u>	<u>13,835</u>	<u>110,806</u>	<u>1,513,335</u>	
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$1,235,573</u>	<u>\$809,510</u>	<u>\$109,549</u>	<u>\$ 96,482</u>	<u>\$80,578</u>	<u>\$117,720</u>	<u>\$2,449,412</u>	

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



NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF CASH FLOW

FOR THE YEAR ENDED JUNE 30, 2012

	<u>Total</u> <u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES:	
Change in net assets	\$ (24,212)
Adjustment to reconcile change in net assets to net cash provided by operating activities -	
Depreciation	46,745
Unrealized (appreciation) depreciation of investments	11,272
(Increase) decrease in the following assets:	
Security deposit	(760)
Grants and accounts receivable	(9,897)
Prepaid expenses	(28,974)
Increase (decrease) in the following liabilities:	
Accounts payable	27,297
Accrued payroll and vacation	2,337
Security deposits	<u>704</u>
Net cash provided by operating activities	<u>24,512</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Capital expenditures	(9,062)
Purchase of investments	(269,154)
Sales of investments	241,317
Increase in note receivable	<u>(3,570)</u>
Net cash provided by (used in) investing activities	<u>(40,469)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Principal payments on long term debt	<u>(36,286)</u>
Net cash provided by (used in) financing activities	<u>(36,286)</u>
NET INCREASE (DECREASE) IN CASH	(52,243)
CASH, beginning of year	1,019,917
CASH, end of year	\$ <u>967,674</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

CASH PAID DURING THE YEAR FOR:	
Interest	\$ 11,983

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

1. Summary of significant accounting policies:

Organization - The Organization provides meals, emergency shelter, transitional housing, food baskets and advocacy to poor and homeless men, women and families in the Greater Nashua, New Hampshire area. Additionally, the Organization owns a subsidiary that was setup to acquire rental properties in the Greater Nashua area to provide housing to low and moderate income individuals and families. The subsidiary currently owns and operates one rental facility.

Standards of accounting and reporting - The Organization prepares its consolidated financial statements in accordance with accounting principles generally accepted in the United States and follows the standards of accounting and financial reporting prescribed for voluntary health and welfare organizations. The Organization follows the accrual method of accounting, recognizing revenue when earned and expenses when incurred. The consolidated financial statements include the accounts of Nashua Soup Kitchen and Shelter, Inc. and its 100% owned LLC subsidiary. All intercompany transactions have been eliminated in the accompanying consolidated financial statements.

The financial statements are presented in accordance with Statement of Financial Accounting Standard No., 117, Financial Statements of Not-for-Profit Organizations, which requires the Organization 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.

Temporary restricted net assets - Represents amounts that have been contributed to the Organization that have restrictions that preclude the Organization from using funds to a future period.

Permanently restricted net assets - Net assets resulting from public support and revenue whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

Functional expenses - Direct expenses are charged to their specific program as incurred. Any expenditures not directly chargeable are allocated to a program based on the proportion of time spent on each program by the staff.

Income tax status - The Organization is exempt from income taxes under Internal Revenue Code, Section 501(c)(3). The Organization can be taxed on activities considered by the Internal Revenue Service to be outside of the Organization's exempt purpose.

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2012, 2011 and 2010 are subject to examination by the IRS, generally for three years after they were filed.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

1. Summary of significant accounting policies (cont'd):

Land, building and equipment - Land, building and equipment purchased are recorded at cost. The Organization follows the policy of charging to expenses annual amounts of depreciation which allocates the cost of buildings and equipment over their estimated useful lives. The Organization employs the straight-line method for determining the annual charge for depreciation. The ranges of the estimated useful lives used are as follows:

	<u>Years</u>
Buildings	27.5 - 40
Building improvements	27.5
Kitchen equipment	10
Furniture, fixtures and equipment	5 - 10

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Use of estimates - The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents - All highly liquid investments with a maturity of one year or less are considered to be cash equivalents. At June 30, 2012, the carrying amount of the Organization's cash was \$973,811 and the institution balance was \$1,025,498. Of this amount, \$874,000 was covered by federal depositor's insurance and \$151,428 was uninsured.

Grants and accounts receivable - Grants and accounts receivable consists principally of the grants receivable from governmental agencies and rent receivable from tenants. Grants and accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements. The accounts receivable in the accompanying consolidated financial statements have been reduced by an allowance for doubtful accounts of \$2,500.

Advertising costs - The Company expenses all advertising costs as incurred. Advertising and marketing expenses for the year ended June 30, 2012 amounted to \$2,721.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

2. Investments:

The Organization records investments at fair market value as required under FAS 157. Book value represents the cost of the original investments and fair market value is determined by using level 1 inputs which are quoted market prices. There were no level 2 or 3 inputs used to determine fair market value. The fair market values and unrealized depreciation of investments at June 30, 2012 are summarized as follows:

	<u>Book Value</u>	<u>Market Value</u>	<u>Unrealized Appreciation (Depreciation)</u>
Equity mutual funds	\$112,042	\$116,987	\$ 4,945
Fixed-income mutual funds	240,885	245,049	4,164
Money markets and cash equivalents	<u>2,621</u>	<u>2,621</u>	-
	<u>\$355,548</u>	<u>\$364,657</u>	<u>\$ 9,109</u>

The Organization recognized net investment return on their investment portfolio of \$6,906 which included recognized realized gains of \$6,938 for the year ended June 30, 2012. The Organization's investments are not insured by the FDIC and are not collateralized and therefore are subject to market risks.

3. Long-term debt:

Long-term debt consisted of the following as of June 30, 2012:

20 year fixed rate mortgage note payable in monthly installments of principal and interest of \$540. The note is secured by the real estate located at 29 Kinsley Street, Nashua, New Hampshire and bears interest at a rate of 5.0%.	\$ 39,857
Mortgage note payable to a bank in monthly principal and interest payments of \$1,501. The note is secured by real estate located at 88 3/4 Palm Street and matures November 12, 2029. The note bears interest at 3% until November 12, 2007 and then adjust to the daily Wall Street Journal prime rate until the note matures. The interest rate cannot exceed in any case 6.0%. The interest rate at June 30, 2012 was 3.25%.	<u>271,867</u>
	311,724
Less - current portion	<u>16,923</u>
	<u>\$294,801</u>

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

3. Long-term debt (cont'd):

Principal maturity of the mortgage note is expected to be as follows:

2013	\$ 16,923
2014	17,106
2015	17,758
2016	18,435
2017	19,140
Thereafter	<u>222,362</u>
	<u>\$311,724</u>

4. In-kind contributions:

Donated materials and equipment are reflected as contributions in the accompanying financial statements at fair market value at the date of the donation. Donated professional services have been reflected in the statements at the fair market value for those services. These transactions have been allocated as follows:

	<u>Kitchen</u>	<u>Shelter</u>	<u>Trans Housing</u>	<u>Management and Fundraising</u>	<u>Total</u>
Donated food	\$683,512	\$ 174	\$ -	\$ -	\$ 683,686
Donated equipment and materials	85,570	138,254	11,027	60,700	295,551
Services	<u>5,790</u>	<u>12,871</u>	<u>3,990</u>	<u>4,682</u>	<u>27,333</u>
	<u>\$774,872</u>	<u>\$151,299</u>	<u>\$15,017</u>	<u>\$65,382</u>	<u>\$1,006,570</u>

5. Retirement plan:

The Organization offers a defined contribution retirement plan under the Internal Revenue Code 403(b) voluntary tax deferred annuity program. Full-time employees are eligible for this benefit after one year of continuous employment. The Organization matches each dollar contributed by employees up to a maximum of 5% of regular salary. After five years of continuous employment, the Organization will match up to 12% of the employee's regular salary at a ratio of 1 to 1, not to exceed limits allowed under tax law. Total Organizational contributions for the year ended June 30, 2012 were \$20,156.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

6. Commitments and contingencies:

The Organization entered into an agreement in October, 1993 with the City of Nashua under the Home Investment Partnership Program (Home) in which Home it agreed to finance part of the acquisition and rehabilitation to the property owned by the Nashua Soup Kitchen and Shelter, Inc., that is being used for transitional housing. The agreement called for Home to finance \$61,505, and in return, the Organization is required to rent to low income tenants for a period of 20 years. If the term is completed and the program ceases after the 20 year period the full principal is due and payable to Home without interest. If the low rental program ends before the 20 year period the full note is due plus accrued interest at 10%. If the association retains the building and meets the 20 year requirement, the loan does not have to be repaid.

On October 18, 2004, the Organization received a Community Development Block Grant through the City of Nashua to renovate the Organization's facility on 42 Chestnut Street, Nashua, New Hampshire. Under the agreement, the Organization received \$55,000 to finance the renovations and is obligated under a demand mortgage note payable to repay the funds only if the Organization sells the property or changes its use during a set period of time.

The Organization at June 30, 2012 was in compliance with the terms of their agreement and does not plan to sell the facility or change its use. Therefore, the Organization has not recorded these mortgage notes totalling \$116,505, as a liability in the accompanying consolidated statement of financial position.

7. Permanently restricted funds:

The restricted permanent fund is a fund that was created by one donor whereby a principal gift of \$100,000 was permanently restricted with income available for general charitable purposes; provided, however, that if the income of the fund shall be less than 6%, additional funds from capital gains or from corpus, may be expended so that the minimum of 6% shall be expended annually for its general charitable purposes. The permanent fund value at June 30, 2012 was \$60,402.

Interpretation of relevant law - The Board of the Organization follows the Uniform Prudent Management of Institutional Funds Acts (the Act) and has interpreted the Act as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

7. Permanently restricted funds (cont'd):

The remaining portion of a donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by the Act. In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the Organization and the donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the Organization
7. The investment policies of the Organization

Return objections and risk parameters - The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

Strategies employed for achieving objectives - To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on investments in equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending policy and how the investment objectives relate to spending policy - As noted previously, the one restricted donation lost a significant amount of its value the year after it was received. Even though the provision of the gift allows the Board to spend 6% of the fund each year, they have decided not to take any funds until the original donation value is restored. The allocated amount of \$3,211 in the temporary restricted fund represents the amount of funds the Organization could spend if desired.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012

7. Permanently restricted funds (cont'd):

Permanent net assets activity for the year ended June 30, 2012 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor restricted funds				
July 1, 2011	\$ -	\$ 3,211	\$ 58,785	\$ 61,996
Investment return:				
Investment income	-	1,824	-	1,824
Net appreciation	<u>-</u>	<u>(4,777)</u>	<u>1,617</u>	<u>(3,160)</u>
Donor restricted funds				
June 30, 2012	<u>\$ -</u>	<u>\$ 258</u>	<u>\$ 60,402</u>	<u>\$ 60,660</u>

8. Notes receivable:

Note receivable represents unsecured loans made to a non-profit agency at an interest rate of 4%. Interest is paid annually at June 30. The note matures as follows:

<u>Note Value</u>	<u>Interest</u>	<u>Maturity</u>
\$27,055	4%	11/30/2013
27,054	4%	11/30/2013
<u>19,739</u>	4%	6/30/2019
<u>\$73,848</u>		

Based on interest rates at June 30, 2012 for similar loans by independent established lending institutions, the fair value of these notes approximate the amount recorded in the financial statements at that date.

9. Evaluation of subsequent events:

The Organization has evaluated events through September 27, 2012, the date which the financial statements were available to be issued.



**Nashua Soup Kitchen & Shelter, Inc.**  
42 Chestnut St, PO Box 3116  
Nashua, NH 03061 603.889.7770  
www.nsk.org

**Mission Statement:**

The Nashua Soup Kitchen & Shelter is dedicated to providing shelter and food to those in need. The overall objective of the agency is to advocate, create and operate programs and services that promote dignity and self-sufficiency for those we serve. To ensure that basic needs are addressed, the NSK&S is committed to joining with others in a community-wide ethic of caring.

**Agency Services:**

- \* meals served in the soup kitchen
- \* food pantry
- \* emergency shelter for homeless individuals & families
- \* transitional housing
- \* diapers & personal hygiene products; household items
- \* employment advocacy
- \* Hispanic advocacy
- \* education and public policy efforts
- \* social work assistance
- \* limited financial assistance to prevent homelessness
- \* spearheading local efforts to end homelessness in our community
- \* permanent affordable housing – nine units in Nashua

**Service statistics: (FY12)**

- \* 23,692 breakfast meals served (12% increase; 30% increase from 2 yrs ago)
- \* 55,292 dinner meals served (3% increase; 36% increase from 2 yrs ago)
- \* 4,432 food baskets given to households
- \* 28,127 visits for fresh fruits and vegetables and bread
- \* 2,435 bags of toiletries and personal care items distributed
- \* 11,847 nights of emergency shelter to 343 homeless person, 45 were children
- \* 84 families, including 114 children, received financial assistance to prevent homelessness
- \* 2,183 families received household items
- \* 20,916 diapers were distributed
- \* 2,200+ kids received new backpacks filled with school supplies to start school
- \* 207 people were helped to find employment despite the current recession
- \* 18 people were helped to enroll in a GED program and 8 have graduated
- \* 18 people are currently in college (3 people graduated with Associate's degrees, including transferred back in for a Bachelor's)
- \* 7 people received their LNA license and 2 people earned their LPN
- \* Individuals and families served come from Nashua, Hudson, Milford, Amherst, Merrimack, Wilton, Hollis, and Mont Vernon
- \* Volunteers and supporters come from those towns and beyond

Community support is critical to the NSK&S. Over 70% of the funds for helping those in need come from private contributions. We are grateful for your support.



# Nashua Soup Kitchen & Shelter, Inc.

## NSKS Board of Directors 2013

1. Kerstin Apfelberg (2013)  
Nashua, NH
2. Brian Cullen, (2014)  
Nashua, NH
3. Dan Enxing (2014)  
Andover MA
4. John Fisher, Clerk (2013)  
Nashua, NH
5. Kelly Jensen (2015)  
Nashua, NH
6. Christy Gaskill, Vice-President (2015)  
Hollis, NH
7. Silvia Harper, Treasurer (2015)  
Hollis, NH
8. Linda Kipnes, President (2014)  
Hudson, NH
9. Raymond Mello (2013)  
Merrimack, NH
10. Rick Ruo (2014)  
Nashua, NH
11. Ken Shepherd, (2013)  
Amherst, NH
12. John Sullivan (2013)  
Nashua, NH
13. Fred Tausch (2013)  
Merrimack, NH

All Board members can be contacted through the NSK&S 42 Chestnut St, Nashua, NH 03060  
( ) = term ends at year end

Revised April 11, 2013

Lisa Christie, Executive Director



Address  
42 Chestnut Street, PO Box 3116, Nashua New Hampshire 03061

Phone  
603-889-7770

Web  
[www.nsk.org](http://www.nsk.org)

Lisa Christie  
NSK&S

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

**OBJECTIVE**

An executive level position utilizing my experience in non-profit management and fundraising.

**EXPERIENCE**

7/89 - present

**EXECUTIVE DIRECTOR**, Nashua Soup Kitchen & Shelter, Nashua, NH. Responsible for overall management of human service agency, including soup kitchen, homeless shelters, transitional and permanent housing programs. Initially facilitated merger of two agencies. Responsible for program and fiscal management, staff supervision, community relations, board development and fundraising. Increased agency budget from \$180,000 to \$1.8 million. 2002 and 1993 Recipient of the Walter J. Dunfey Award for Excellence In Management from The Corporate Fund of the New Hampshire Charitable Foundation.

11/05 - present

**ALPINE SKI INSTRUCTOR**, Mount Sunapee, Newbury, NH. Part time instructor, adults and children. PSIA certified.

6/88 - 3/89

**EXECUTIVE DIRECTOR**, Alternative House, Lowell, MA. Managed daily operations of battered women's program providing emergency shelter, counseling and advocacy. Responsible for overall management, agency budget, community relations and fundraising. Worked with funders. (D.S.S. and United Fund) and board of directors.

10/86 - 5/88

**PROGRAM MANAGER**, Outreach Affiliates, Boston, MA. Managed all aspects of direct mail/telephone programs assisting nonprofit organizations with fundraising and membership development. Marketed to national and local non-profit organizations.

**OPERATIONS DIRECTOR/MANAGER**, Outreach Affiliates, Washington, D.C. Managed calling center providing fundraising assistance to non-profit organizations. Supervised caller managers, data processing, fulfillment and clerical departments. Met with clients and coordinated projects with offices in New York and Boston.

3/86 - 10/86

**DEVELOPMENT DIRECTOR**, Center for the Study of Services, Washington, D.C. Designed, staffed and managed annual fundraising campaign for consumer organizations. Raised in excess of \$200,000.

5/84 - 3/86

**MANAGER**, New Boston Group, Washington, D.C. and Cambridge, MA. Hired, trained and supervised telephone fundraisers and assistant managers. Developed scripts, wrote training materials and formulated cases for giving to client organizations.

9/83 - 9/84

**TEACHER**, Hayden School, Dorchester, MA. Taught social studies and assisted in child care of emotionally disturbed adolescent males in residential treatment.

1980 - 1981

**INDUSTRIAL LIAISON**, Edco, Brookline, MA. Designed and implemented specific job training programs for handicapped youth. Marketed agency programs and clients to private sector. Co-authored successful governmental proposal totaling \$300,000.

1979 - 1980

**PLACEMENT SPECIALIST**, Job Placement Project, Malden, MA. Assisted adults with disabilities in locating and maintaining competitive employment. Responsible for job development program and facilitating employment and training seminars for clients.

1973-1979

**TEACHER.** Pearl Street School, Reading, MA and St. Brigid's School, South Boston, MA. Taught fifth and sixth grades.

**CONSULTING**

1988-1989

**COPYWRITING.** Outreach Affiliates, Boston, MA. Wrote copy for direct mail appeals, telephone scripts and training materials to raise funds for national non-profit organizations.

1/83-8/83

**ASSISTANT PROJECT MANAGER,** Mayor's Office of Policy Management, Boston, MA. Served as a liaison between city officials and gay and lesbian community groups. Researched, prepared reports for program planning, policy analysis and advocacy.

19-81-1983

**ASSISTANT MARKETING DIRECTOR,** C.O.P.E., Boston, MA. Assisted in development of work and family management seminars. Co-authored successful foundation proposals totaling \$200,000.

6/82-12/82

**PLANNING ASSOCIATE,** Greater Boston Boy Scout Council, Boston, MA. Designed surveys, conducted interviews and analyzed data for marketing plans to improve recruitment strategies and retention of members.

**EDUCATION**

M.S.W. (Community Organizing and Social Planning) Boston College Graduate School of Social Work, Boston, MA 1983

B.A. (Education) Stetson University, Deland, Florida, 1975

**AWARDS**

Walter J. Dunfey Award for Excellence in Management (2002 and 1993)  
YWCA Distinguished Women Leader

**BOARD AFFILIATIONS**

Governor's Task Force on Homeless Teens - current  
Governor's Interagency Council on Homelessness - current  
Hesser College Psychology Department Advisory Board - current  
Greater Nashua Mental Health Center at Community Council Advisory Board - current  
Greater Nashua Continuum of Care - Chair, 2002-2004, Vice Chair - 1998-2002  
Hillsborough County Federal Emergency Management Assistance 1993-present  
Nashua Outright (Former President)  
New Hampshire Coalition for the Homeless (former/Vice-President)  
Greater Nashua Housing & Development Foundation (former)  
Gay and Lesbian Advocates and Defenders (former/President, 1995, 1994)  
Gateway Family Health Center (former board member)

**ACCOMPLISHMENTS:**

Ran in the Reach the Beach Relay in 2008, 2007, 2004 (200+ miles)  
Ran the Mount Washington Road Race six times (2008, 2007, 2006, 2005, 2004, 1999)  
Successfully completed five out of the last ten Boston Marathons  
P.S.I.A. Level I Certification (Professional Ski Instructors of America) 2006

2-8-07 - present

**OLGA CRUZ**

Current - Program Director, NSEIS

**OBJECTIVE**

To obtain a position within a facility that will allow me to prosper with my educational background and my experience

**EXPERIENCE**

8/99 - 8/05 CAB Health & Recovery Services, Inc. Danvers, MA

**Program Manager**

• Responsible for the overall daily operations of two residential treatment programs for women and children. Assuring that all residents were safe and they following program guidelines and procedures. Also ensuring that all delegated duties to subordinates were completed in a timely manner. Responsible for accounts receivables, budgeting, staff meetings, liaison between the agency and outside service providers, mediation between residents, administer performance reviews, supervision of all employees, house meetings with residents, attend program managers meetings, health & safety meetings, and other meetings as required. Also help others with whatever is necessary.

7/97 - 8/99

**Office Manager**

Supervision of the House Manager and the Driver; arranging meetings, transportation schedule for residents; delegating work; daycare menus; staff meetings; on manager meetings; budgeting, incoming calls, general office procedures, accounts receivables, accounts payables; develop and maintain budgets for food, housekeeping, medical supplies, office supplies, etc; data entry for research team; third party billing, bank deposits, and many other tasks as necessary.

1992-1996 Dipti V. Shah, R.P.T.

Lowell, MA

**Officer Manager**

Managing three offices for the sole proprietor of a physical therapy office; general office procedures. Accounts payable, accounts receivables, bank deposits, personal accounts, supervising 4 employees plus delegating work to other staff members, traveling between offices for necessary paperwork and files to be completed, incoming and outgoing calls. Also assisted with patients, home instructions, reports, collections, attorney liaison, exercises to patients, physical therapy treatments, and other tasks.

1983 - 1991 Lowell Community Health Center

Lowell, MA

**Administrative Assistant**

Incoming and outgoing calls, third party billing, general office procedures, translating, pediatric/adult appointments, registering new patients, completing new records, data entry, mental health appointments, reports, scheduling meetings, etc.

## EDUCATION

1994-1996      Newbury College - Brookline, MA

*Associates of Science in Paralegal*

- Attended 3 semesters of my course studies. However, I never finished.

1993    G.L.R.V.T.H.S. - Lowell, MA

*Legal Secretary Certificate*

Intensive 900 hours certificate in a 6 month period. MS Word, Powerpoint, Excel, Desktop Publishing, WordPerfect, Transcribing, Legal Terminology, Technical Business Writing, and Business Math.

Certificate in Collections

Legal Secretary Certificate

Type 95 WPM

Organizational Skills

Communication Skills

Certificate in Batterer's Prevention Program

## LANGUAGES

Spanish and English

## REFERENCES

Furnished upon request

Giovanna Cruz

2-12-08 to  
present

Current: Ash St Shelter Manager, NSKS

Objective: To obtain a position in a growth-oriented facility that will enable me to utilize my background experience.

Experience  
2001 - 2006

CAB Health & Recovery Services, Inc. – Tewksbury, MA.  
Recovery Specialist

- Client Case Management
- Monitoring safety of facility
- Meal planning
- Recreational Activities
- Direct Care
- Groups
- Food shopping
- Incoming/Outgoing Calls
- Transporting clients to appointments
- House Meetings

1999-2001

Saints Memorial Medical Center – Lowell, MA  
Cook Assistant

- Preparing meals for patients and employees
- Preparing all the vegetables
- Working the line for patient meals
- Dietary food for patients

1998-1999

IHOP – Tewksbury, MA.  
Cook

- Open
- Setting up
- Cooking

1995-1998

Carlton Willard – Bedford, MA.  
Cook Assistant

- Preparing meals for patients and employees
- Preparing all the vegetables
- Working the line for patient meals
- Dietary food for patients

**Nashua Soup Kitchen & Shelter, Inc.**

Key Administrative Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa Christie	Executive Director	86,679	0%	0.00
E. Cross MacDonald	Program Director	51,418	0%	0.00



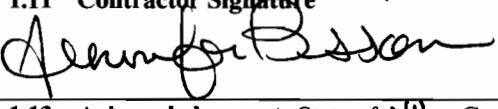
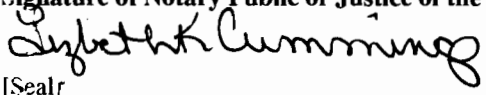
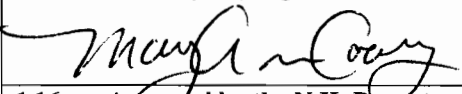
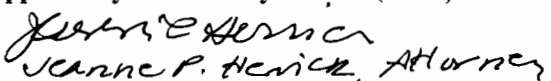
Subject: State Grant-In-Aid Funds Program

**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 Generation, Inc.		<b>1.4 Contractor Address</b> 568 Portsmouth Ave Greenland, NH 03840	
<b>1.5 Contractor Phone Number</b> (603) 436-4989	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 123,342.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jennifer Bisson Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/5/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <b>LIZBETH K. CUMMINGS, Notary Public</b> My Commission Expires September 19, 2017			
<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:  Jeanne P. Henick, Attorney On: <u>21 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: JB  
Date: 6/13

**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: JB  
Date: 10/7/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



**SCOPE OF SERVICES**

**State Grant In Aid Program**

**1. PROVISIONS APPLICABLE TO ALL SERVICES:**

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 35% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 13% which is equivalent to 90 days.
  - 1.4.3. Within the next year, reduce the statistic by at least 50% of parenting mothers having some sort of DCYF involvement within their family. This would equate to 2 parenting mothers.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

**2. SERVICES:**

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

*JTB*  
*6/13/13*



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

**NH General Funds:**

SFY14           not to exceed \$61,671.00  
SFY15           not to exceed \$61,671.00

Federal Funds:           Not Applicable

1. **PROGRESS REPORTS:**  
Semi-annual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
  
2. **PROJECT COSTS; PAYMENT OF PROJECT COSTS; REVIEW BY THE STATE**
  - 2.1. **Project Costs:** As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.
  - 2.2. **Payment of Project Costs:** Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.
  - 2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.
  - 2.4. **Review by the State, Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.
  
3. **LINE ITEM TRANSFERS:**  
No more than 10% of funds in each budget line can be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

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**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>N/A</b>	<b>N/A</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$123,342.00</b>	<b>\$123,342.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$123,342.00</b>	<b>\$123,342.00</b>
<b>TOTAL GIA+Match</b>	<b>\$246,684.00</b>	

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 6/1/13



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:

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

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

3. Add the following to Paragraph 6.1:

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

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

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

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

6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;

6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:

6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

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Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

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Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

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Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

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6/7/13



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

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Exhibit C

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

Contractor Initials DB  
Date 6/1/13



**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

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6/7/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials: JB  
Date: 6/2/13

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

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

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

568 Portsmouth Ave, Greenland NH 03840

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

New Generation, Inc From: 7/1/13 To: 6/30/15  
 (Contractor Name) (Period Covered by this Certification)

Jennifer Bisson, Executive Director  
 (Name & Title of Authorized Contractor Representative)

*Jennifer Bisson* 6/17/13  
 (Contractor Representative Signature) (Date)



NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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


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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_


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

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

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

 Jennifer Bisson, Executive Director  
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

New Generation, Inc. 6/7/13  
 (Contractor Name) (Date)

Contractor Initials:   
 Date: 6/7/13

**NH Department of Health and Human Services**  
**STANDARD EXHIBIT F**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: AB  
Date: 6/7/13

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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials: AB

Date: 6/7/13

**LOWER TIER COVERED TRANSACTIONS**

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

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

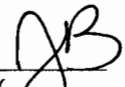
The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered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

  
(Contractor Representative Signature)

Jennifer Bisson, Executive  
(Authorized Contractor Representative Name & Title) Director

New Generation, Inc  
(Contractor Name)

6/7/13  
(Date)

Contractor Initials:   
Date: 6/7/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

  
(Contractor Representative Signature)

Jennifer Bissan, Executive Director  
(Authorized Contractor Representative Name & Title)

New Generation, Inc  
(Contractor Name)

6/7/13  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
(Contractor Representative Signature)

Jennifer Bisson, Executive Director  
(Authorized Contractor Representative Name & Title)

New Generation, Inc.  
(Contractor Name)

6/7/13  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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



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

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

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

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

**(4) Obligations of Covered Entity**

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

Contractor Initials: MB  
Date: 6/7/13

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

Contractor Initials: JB  
Date: 6/7/13

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

Department of Health & Human Services  
Office of Human Services

The State Agency Name

New Generation, Inc.

Name of the Contractor

*Mary Ann Cooney*

Signature of Authorized Representative

*Jennifer Bisson*

Signature of Authorized Representative

Mary Ann Cooney

Name of Authorized Representative

Jennifer Bisson

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

Executive Director

Title of Authorized Representative

06/25/13

Date

6/7/13

Date

Contractor Initials: *JB*  
Date: 6/7/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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



(Contractor Representative Signature)

Jennifer Bisson, Executive Director

(Authorized Contractor Representative Name & Title)

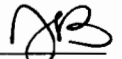
Jennifer Bisson

(Contractor Name)

New Generation, Inc.

6/7/13

(Date)

Contractor initials: 

Date: 6/7/13

Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 960659241

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:

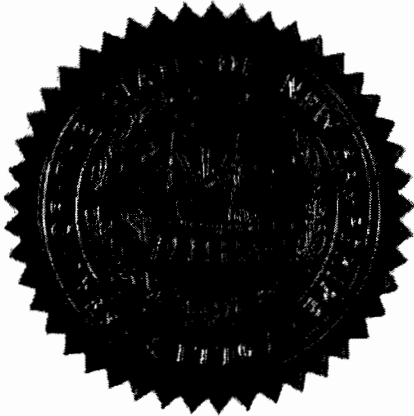
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Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials: AB  
Date: 6/7/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW GENERATION, INC. is a New Hampshire nonprofit corporation formed March 20, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Paul Neveu, do hereby certify that:

1. I am a duly elected Clerk of New Generation, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6/7/13:

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

shelter services.

**RESOLVED:** That the Executive Director

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7<sup>th</sup> day of June, 2013.

4. Jennifer Bisson is the duly elected Executive Director

of the Corporation.

Paul Neveu

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 7<sup>th</sup> day of June 2013.

By Paul Neveu

Jennifer Bisson

Commission Expires: 10/6/15

**JENNIFER N. BISSON**  
Notary Public, State of New Hampshire  
My Commission Expires 10/6/2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2013

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

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

PRODUCER Phone: (207) 324-5000 Fax: (207) 324-1563 <b>GARNSEY BROTHERS</b> P O BOX 1040 SANFORD ME 04073  Agency Lic#: AGR1585	CONTACT NAME: <b>GARNSEY BROTHERS</b> PHONE (A/C, No, Ext): <b>(207) 324-5000</b> FAX (A/C, No): <b>(207) 324-1563</b> E-MAIL ADDRESS: <b>cm@garnseybrothers.com</b> PRODUCER CUSTOMER ID: <b>1257</b>																					
INSURED <b>NEW GENERATION, INC</b> <b>C/O JENNIFER BISSON</b> P O BOX 676 GREENLAND NH 03840	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td><b>Hanover Insurance Company</b></td> <td><b>22292</b></td> </tr> <tr> <td>INSURER B:</td> <td><b>Riverport Insurance Company</b></td> <td><b>27995</b></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	<b>Hanover Insurance Company</b>	<b>22292</b>	INSURER B:	<b>Riverport Insurance Company</b>	<b>27995</b>	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 23700 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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HUMAN SVC PROFESSIONAL LIAB  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZDP669087603	11/18/12	11/18/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHP669087702	11/18/12	11/18/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE \$ RETENTION \$			UHP674193003	11/18/12	11/18/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC288300516801	11/18/12	11/18/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

EVIDENCE OF INSURANCE FOR FILE

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

Attention:

  
 Lisa Coughlan

**NEW GENERATION, INC.**

**FINANCIAL STATEMENTS**

**JUNE 30, 2012 AND 2011**

**AND**

**INDEPENDENT AUDITOR'S REPORT**

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
New Generation, Inc.

I have audited the accompanying statements of financial position of New Generation, Inc. (a New Hampshire incorporated nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. My responsibility is to express an opinion on these financial statements based on my audits.

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

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Generation, Inc. as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

My audits were conducted for the purpose of forming an opinion on the financial statements as a whole. Schedule 1 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Albert P. Stowe, CPA, PLLC*

August 27, 2012  
Portsmouth, New Hampshire

**200 Marcy Street \* Portsmouth, New Hampshire 03801**  
**(603) 433-8838 \* (603) 433-8429 Fax**  
**email toby@tobystowe.com**

NEW GENERATION, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2012 AND 2011

	2012	2011
<b>ASSETS</b>		
<i>Current assets:</i>		
Cash and cash equivalents - unrestricted	\$ 8,012	\$ 11,250
Cash and cash equivalents - restricted (Note 1)	-	9,662
Contributions receivable (Note 1)	12,250	14,749
Investments - unrestricted (Note 5)	4,851	-
Investments - restricted (Notes 1 and 5)	48,163	31,448
Inventory (Note 1)	219,000	188,000
Prepaid expenses	6,775	4,656
<i>Total current assets</i>	<u>299,051</u>	<u>259,765</u>
<i>Building and equipment, at cost (Notes 1 and 4):</i>		
Building and improvements	729,640	729,640
Vehicles	18,889	15,996
Furniture and equipment	40,442	39,927
	<u>788,971</u>	<u>785,563</u>
Accumulated depreciation	411,184	399,260
<i>Total building and equipment</i>	<u>377,787</u>	<u>386,303</u>
<i>Other assets:</i>		
Deposits	2,200	2,200
Loan fees, net of amortization of \$1,454 and \$1,356, respectively	1,485	1,583
<i>Total other assets</i>	<u>3,685</u>	<u>3,783</u>
<i>Total assets (Note 3)</i>	<u>\$ 680,523</u>	<u>\$ 649,851</u>

The accompanying notes to financial statements  
are an integral part of this statement.



NEW GENERATION, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2012 AND 2011

	2012	2011
<b>LIABILITIES AND NET ASSETS</b>		
<i>Current liabilities:</i>		
Note payable (Note 3)	\$ -	\$ 14,550
Accounts payable	4,330	6,593
Accrued payroll related expenses	12,958	15,555
Other current liabilities	10	135
Current portion of long-term debt (Note 4)	9,721	9,248
<i>Total current liabilities</i>	27,019	46,081
Long-term debt, less current portion above (Note 4)	337,828	347,906
<i>Total liabilities</i>	364,847	393,987
<i>Net assets:</i>		
Unrestricted	267,513	214,754
Temporarily restricted (Note 1):		
Reserve for replacements	26,486	24,486
Other temporarily restricted funds	21,677	16,624
<i>Total temporarily restricted net assets</i>	48,163	41,110
<i>Total net assets</i>	315,676	255,864
<i>Total liabilities and net assets</i>	\$ 680,523	\$ 649,851

The accompanying notes to financial statements  
are an integral part of this statement.

NEW GENERATION, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
<i>Revenues (Note 1):</i>		
Fund-raising activities	\$ 93,101	\$ 96,639
State funding	59,299	61,380
Grants	64,692	59,848
Donations - in-kind	142,689	60,444
Donations - cash	69,874	38,861
Resident payments	10,063	11,115
Investment income	2,149	1,957
Change in market value of investments	311	2,204
Gain on disposal of assets	650	-
Net assets released from restrictions for capital acquisitions	10,000	3,600
Net assets released from restrictions for operations	11,583	23,839
	<u>464,411</u>	<u>359,887</u>
<i>Expenses (Schedule 1):</i>		
Program expenses	(278,188)	(253,491)
Fundraising expenses	(136,154)	(127,506)
Administrative expenses	(72,953)	(86,797)
	<u>(487,295)</u>	<u>(467,794)</u>
<i>Thrift stores:</i>		
Revenue	586,976	565,082
Operating expense	(511,333)	(513,392)
	<u>75,643</u>	<u>51,690</u>
<i>Increase in unrestricted net assets</i>	<u>52,759</u>	<u>(56,217)</u>
<i>Temporarily restricted net assets:</i>		
Contributions	28,636	24,750
Net assets released from restrictions for capital acquisitions	(10,000)	(3,600)
Net assets released from restrictions for operations	(11,583)	(23,839)
<i>Decrease in temporarily restricted net assets</i>	<u>7,053</u>	<u>(2,689)</u>
<i>Total increase in net assets</i>	<u>59,812</u>	<u>(58,906)</u>
<i>Net assets, beginning of year</i>	<u>255,864</u>	<u>314,770</u>
<i>Net assets, end of year</i>	<u>\$ 315,676</u>	<u>\$ 255,864</u>

The accompanying notes to financial statements  
are an integral part of this statement.

NEW GENERATION, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
<i>Cash flows from operating activities:</i>		
Change in net assets	\$ 59,812	\$ (58,906)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	27,920	24,282
Amortization	98	98
Donated equipment included in donations - in-kind	-	(2,394)
Gain on disposal of equipment	(650)	-
Reinvested investment income	(2,149)	(1,957)
Change in market value of investments	(311)	(2,204)
Donated investment	(19,106)	-
(Increase) decrease in contribution receivables	2,499	(13,764)
(Increase) decrease in inventories	(31,000)	42,000
(Increase) decrease in prepaid expenses	(2,119)	4,383
Increase in deposits	-	(1,000)
Increase (decrease) in accounts payable	(2,263)	6,183
Increase (decrease) in accrued payroll related expenses	(2,597)	1,044
Decrease in other current liabilities	(125)	(240)
<i>Net cash provided (used) by operating activities</i>	<u>30,009</u>	<u>(2,475)</u>
<i>Cash flows from investing activities:</i>		
Payments for the purchase of building and equipment	(19,404)	(8,244)
Proceeds from the sale of equipment	650	-
<i>Net cash used by investing activities</i>	<u>(18,754)</u>	<u>(8,244)</u>
<i>Cash flows from financing activities:</i>		
Principal payments on long-term debt	(9,605)	(8,797)
Net (payments) advances on line of credit	(14,550)	14,550
<i>Net cash provided (used) by financing activities</i>	<u>(24,155)</u>	<u>5,753</u>
<i>Net decrease in cash and cash equivalents</i>	<u>(12,900)</u>	<u>(4,966)</u>
<i>Cash and cash equivalents, beginning of year</i>	20,912	25,878
<i>Cash and cash equivalents, end of year</i>	<u>\$ 8,012</u>	<u>\$ 20,912</u>
<i>Supplemental disclosure of cash flow information:</i>		
Cash paid during the year for interest	<u>\$ 5,940</u>	<u>\$ 6,538</u>

The accompanying notes to financial statements  
are an integral part of this statement.



NEW GENERATION, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

1. Summary of significant accounting policies:

New Generation, Inc. (New Generation) is a non-profit organization that operates a shelter home for pregnant women in Greenland, New Hampshire. The Organization also runs three thrift shops open to the public that sell donated items.

*Revenue recognition*

Revenue is derived from the following principal sources – grants, donations, fundraising activities, and thrift shop sales. Revenue from grants is recognized when the grant is awarded. Donations are recognized when received. Other revenue is recognized when earned. Donations include both cash and in-kind contributions. In-kind contributions of materials and equipment and donated services are recorded at their estimated fair market value at the time of the gift. Contributions of radio advertising and professional services for programs and fundraising events recorded at fair market value were \$119,980 and \$34,821 for the years ended June 30, 2012 and 2011, respectively.

*Expense recognition*

Expenses directly related to the mission of New Generation are recorded as program expenses. These expenses include the cost of maintaining the home, the meals and related living expenses of the residents, as well as counseling and education costs.

*Contributions receivable*

Contributions receivable have not been discounted, as all are receivable in less than one year. The receivables are considered fully collectible and no provision for uncollectible amounts has been recorded. The Organization uses the direct write-off method when a contributions receivable is determined to be uncollectible. The Organization believes this policy, while not in conformity with generally accepted accounting principles, is acceptable because the amounts written off are immaterial.

*Depreciation*

New Generation charges depreciation to program expenses which allocates the cost of property and equipment over their estimated useful lives. Depreciation expense totaled \$27,920 and \$24,282 for the years ended June 30, 2012 and 2011, respectively. Depreciation is calculated on the MACRS basis using estimated useful lives as follows:

	<u>Years</u>
Vehicles	5
Equipment	5
Furniture and fixtures	7 - 15
Building and improvements	31 - 39

NEW GENERATION, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

1. Summary of significant accounting policies (continued):

*Inventory*

Inventory consists of donated clothing, toys, furnishings, books, and other items held for sale in the thrift shops, and is stated at fair market value at the time of donation.

*Statement of cash flows*

For purposes of reporting cash flows, New Generation includes cash on hand, amounts held in various bank accounts and short-term, highly liquid investments as cash.

*Financial statement presentation*

The financial statement presentation follows the recommendations of the Financial Accounting Standards Board in Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*. 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. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted net assets include the revenues and expenses associated with the principal operating mission of the Organization. The Organization records as unrestricted contributions restricted contributions whose restrictions are met in the same reporting period.

Temporarily restricted net assets of the Organization consist of funds to be used for program services, and as of June 30, 2012 and 2011, respectively, \$21,677 and \$16,624 were available for program services. In addition, temporarily restricted net assets include the reserve for replacements. The reserve for replacements is required by the New Hampshire Housing Finance Authority as part of a loan agreement, and \$26,486 and \$24,486 has been reserved for replacements as of June 30, 2012 and 2011, respectively.

The Organization has no permanently restricted net assets.

*Use of estimates*

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

NEW GENERATION, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

2. Income taxes:

New Generation, Inc. is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. As such, no tax provisions have been made in the accompanying financial statements.

The Organization has adopted provisions of the Financial Accounting Standards Board in Accounting Standards Codification (ASC) Topic 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2012 and 2011, there were no penalties or interest assessed or paid. The Organization files informational returns in the U.S. federal and state jurisdictions. The Organization's federal and state informational returns for 2009, 2010, and 2011 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

3. Note payable:

New Generation has a line of credit with a bank. The maximum amount that may be borrowed on the line as of June 30, 2012 and 2011 was \$50,000. The line bears interest at 1.5% over prime. The interest rate at June 30, 2012 was 4.75%. The line is secured by all the assets of the Organization. The amount outstanding on the line at June 30, 2012 and 2011 was \$0 and \$14,550, respectively.

4. Long-term debt:

Long-term debt consisted of the following at June 30:

	<u>2012</u>	<u>2011</u>
Note payable to a bank in monthly installments of principal and interest of \$1,170 at 5% interest, through March 2020, secured by real estate	\$ 90,509	\$100,114
Note payable to New Hampshire Housing Finance Authority with no interest, and the principal due in a lump sum payment in 2027, with the option of extension, secured by real estate	<u>257,040</u> 347,549	<u>257,040</u> 357,154
Less current portion	<u>(9,721)</u>	<u>(9,248)</u>
	<u>\$337,828</u>	<u>\$347,906</u>

NEW GENERATION, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

4. Long-term debt (continued):

Annual maturities are as follows:

2013	\$ 9,721
2014	10,218
2015	10,741
2016	11,290
2017	11,868
2018 and thereafter	<u>293,711</u>
	<u>\$347,549</u>

5. Investments and fair value:

The Organization presents investments at fair value in compliance with the Financial Accounting Standards Board in Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements and Disclosures*. ASC Topic 820 establishes a framework for measuring fair value and requires assets and liabilities measured at fair value be segregated into the following three categories: (1) level 1, fair values obtained from quoted prices in active markets for identical assets and liabilities; (2) level 2, fair values obtained from significant other observable inputs, such as quoted prices for similar assets and liabilities in active markets; and (3) level 3, fair values obtained from significant unobservable inputs. All of the Organization's investments measured at fair value are measured using level 1 inputs.

Investments consisted of the following at June 30:

	<u>2012</u>	<u>2011</u>
Mutual fund	\$31,966	\$31,251
Equities	<u>21,048</u>	<u>197</u>
	<u>\$53,014</u>	<u>\$31,448</u>

6. Retirement plan:

The Organization has a SIMPLE IRA plan and contributes 3% of eligible employee salary. The amounts contributed for the years ended June 30, 2012 and 2011 were \$1,194 and \$594, respectively.

NEW GENERATION, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

7. Lease commitment:

The Organization has entered into operating lease agreements to rent retail space and office equipment. The terms of the retail space leases are from two to three years. The terms of the office equipment lease are 36 months with an option to purchase the equipment at fair market value at the end of the lease. Rent for the years ended June 30, 2012 and 2011 was \$30,660 and \$23,730, respectively.

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

2013	\$30,550
2014	<u>10,800</u>
	<u>\$41,350</u>

8. Evaluation of Subsequent Events:

The Organization has evaluated all subsequent events through August 27, 2012, the date the financial statements were available to be issued, and determined that any subsequent events that require recognition or disclosure were considered in the preparation of the financial statements.

9. Reclassifications:

Certain amounts from the 2011 financial statements have been reclassified to conform with the current year presentation.

NEW GENERATION, INC.

Schedule 1

EXPENSES

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012		2011
	<hr/>		<hr/>
<i>Program expenses:</i>			
Salaries and wages	\$ 121,238	\$	128,628
Advertising	57,240		15,790
Depreciation	27,920		24,282
Payroll taxes and benefits	23,233		25,259
Housing expense - utilities	11,927		10,081
Housing expense - other	11,352		12,755
Insurance	8,840		7,228
Interest	5,940		6,538
Travel	4,560		9,816
Food	3,970		7,033
Education	1,154		2,093
Miscellaneous	716		3,890
Amortization	98		98
	<hr/>		<hr/>
	278,188		253,491
	<hr/>		<hr/>
<i>Fundraising expenses:</i>			
Advertising	57,365		15,790
Events expense	33,482		33,987
Salaries and wages	29,286		59,525
Office expense	10,641		8,114
Payroll taxes and benefits	2,818		5,615
Other fundraising expenses	2,562		4,475
	<hr/>		<hr/>
	136,154		127,506
	<hr/>		<hr/>
<i>Administrative expenses:</i>			
Salaries and wages	36,897		51,737
Professional fees	14,802		13,187
Office expense	6,098		5,443
Other expenses	5,211		6,009
Payroll taxes and benefits	3,228		6,267
Unemployment expense	3,066		1,712
Telephone	1,738		1,784
Insurance	1,120		563
Advertising	793		95
	<hr/>		<hr/>
	72,953		86,797
	<hr/>		<hr/>
	\$ 487,295	\$	467,794
	<hr/> <hr/>		<hr/> <hr/>



## New Generation, Inc. Mission Statement

We provide a safe, family-oriented shelter for homeless pregnant women and their babies, helping to prepare and empower them to be successful in life.

## BOARD OF DIRECTORS

**Tracy Hardekopf, President**  
**Chair, Personnel Committee**  
Frisbee Memorial Hospital – HR Specialist

[Redacted]  
[Redacted] 25  
[Redacted]

Email: [Redacted]@m

**Paul Kleinman**  
Bouchard, Kleinman & Wright - Partner

[Redacted]  
[Redacted] 8  
[Redacted] 2  
[Redacted]

Email: [Redacted]

**Paul Neveu, Treasurer**  
**Chair, Facility & Thrift Shoppe Committee**  
BPAS  
Senior Vice President, Sales & Marketing

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[Redacted]  
Home: [Redacted] 2  
Work: [Redacted] )  
Cell: [Redacted] 3  
Fax: [Redacted] 1

Email: [Redacted]@et

**Julie Bailey**  
Exeter Health Resources - Nursing Development  
Specialist

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[Redacted]  
Home: [Redacted]  
Work: (6 [Redacted]  
Cell: [Redacted] 41

Email: [Redacted]@net

**Susan Von Hemert, Secretary**  
The Von Hemert Group - President

[Redacted]  
[Redacted] 0

Home: [Redacted]  
Email: [Redacted]@com

**Erin Williams**  
Pfizer, Inc. - Senior Healthcare Representative

[Redacted] d  
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Home/Work/Cell: [Redacted]  
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**Beverly Barney**  
**Chair, Volunteer Committee**  
**Participant, Education Committee**

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[Redacted]  
Home: [Redacted] 5  
Cell: (6 [Redacted] 5  
Email: b [Redacted] @m



## Jennifer N. Bisson

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<b>Education</b>	Master of Social Work, University of New Hampshire BA in Psychology, University of New Hampshire	<b>May 2008</b> <b>May 2004</b>
<b>Trainings &amp; Certificates</b>	Certificate in Volunteer Management from United Way Completed 3-day NH Grants Institute Certified as a facilitator in Nurturing Parenting Program Currently enrolled in AFP Fundamentals of Fundraising	2011 2011 2011 2013
<b>Experience</b>	<b>Executive Director</b> <i>New Generation, Greenland, NH</i> Responsibilities include: <ul style="list-style-type: none"><li>-Provides leadership and management to ensure programmatic excellence, including direct supervision of a base staff of four employees</li><li>-Ensures financial and administrative goals are met; Annual budget preparation</li><li>-Develop, maintain, and support a Board of Directors</li><li>-Manage all development efforts to raise annual budget of \$540,000, including (but not limited to) grant-writing, annual giving campaign, and event coordination</li><li>-Act as the primary public relations agent for the agency</li></ul>	<b>10/10-current</b>
	<b>Welfare Administrator</b> <i>City of Somersworth, NH</i> Responsibilities include: <ul style="list-style-type: none"><li>-Administering the City's general assistance program in accordance with NH RSA 165, consisting of eligibility determinations, case management, and collaboration with outside agencies and vendors</li></ul>	<b>5/08 – 8/10</b>
	<b>Program Coordinator Graduate Assistantship</b> <i>UNH Social Work Outreach Center, Dover, NH</i> Responsibilities include: <ul style="list-style-type: none"><li>-Grant-writing, research, development of resource center, and supervision to 1 intern</li></ul>	<b>9/07 - 5/08</b>
	<b>Client Benefits Specialist</b> <i>Seacoast Mental Health Center, Portsmouth NH</i> Responsibilities included: <ul style="list-style-type: none"><li>-Working with DHHS to process Medicaid deductibles in timely fashion</li><li>-Determining client benefit eligibility and assisting in application process</li><li>-Training agency staff on benefits &amp; billing procedures</li></ul>	<b>9/07 - 2/08 (p/t)</b> <b>12/06 - 9/07 (f/t)</b>
	<b>Case Manager</b> <i>Seacoast Mental Health Center, Portsmouth, NH</i>	<b>6/05 – 12/06</b>

Responsibilities included:

-Case management and therapeutic support to adults with severe mental illness;  
co-facilitation of a weekly skills group; extensive paperwork requirements

**Other  
Experience**

Former member, Seacoast Rotary Club, Portsmouth, NH  
Former Social Service Secretary for Salvation Army for Somersworth/Rollinsford  
Former Board member, Strafford County Community Action

**Computer  
Skills**

Excel, Word, PowerPoint, Publisher, Outlook, Lotus Notes, Little Green Light  
fundraising software, Wordpress, Constant Contact, HMIS ServicePoint, Filemaker,  
Facebook, Twitter, Hootsuite, typing testing at 68 wpm, data entry

**References**

Available upon request

**Margaret J. Connelly**

Email: [REDACTED]

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## Education

**MASTERS OF SOCIAL WORK**  
*University of New Hampshire*  
2008-2010

*Durham, NH*

**BACHELOR OF ARTS: PSYCHOLOGY AND SOCIOLOGY: SOCIAL SERVICES**  
*University of Massachusetts Amherst*  
2004-2008

*Amherst, MA*

## Professional Social Work Experience

### RESIDENTIAL MANAGER

**MARCH 2012-PRESENT**

**November 2012-January 2013**

*New Generation*

*Greenland, NH*

- Shelter Management: Ensure upkeep of the residence. Facilitate meal planning, create chore charts and enforce that preservation is being maintained. Ensure that all appliances are functioning and maintained. Facilitate weekly house meetings for 7-9 residents. Supervise 8 part-time Direct Support Staff. Provide staff with training, conduct monthly staff meetings, provide supervision and provide support. Supervise MSW Interns.
- Case Management: Provide support to 7-9 residents who are pregnant or have infants with assistance in finding resources to become independent and obtain housing. Tasks include medication administering, assist residents in completing paperwork and obtaining documentation to obtain federal and state benefits, assist residents in completing tasks such as grocery shopping and refer clients to local agencies to meet their basic needs, provide transportation and assistance to appointments, provide residents with emotional support and education regarding parenting skills, nutrition and other life skills.

**OUTREACH THERAPIST FOR COMMUNITY SUPPORT PROGRAM** JUNE 2010- MARCH 2012  
*Seacoast Mental Health Center* *Exeter, NH*

- Intake: Assess individuals seeking therapeutic and psychiatric services. Complete psychosocial assessment gathering information from past and present including functional impairments. Diagnose clients utilizing criterion from the Diagnostic Statistical Manual.
- Individual Therapy: Provide individual psychotherapy to clients utilizing Cognitive Behavioral Therapy as well as Dialectical Behavioral Therapy strategies when appropriate.
- Dialectical Behavioral Group Therapy: Plan and implement group sessions once a week for individuals seeking psycho-education to increase core mindfulness skills, emotion regulation skills, distress tolerance skills and interpersonal effectiveness skills in order to improve functioning.
- Functional Support Services: Provide support to clients diagnosed with SPMI with assistance and support to remain within the community. Tasks include medication administering, assist clients in completing paperwork and obtaining documentation to maintain federal and state benefits, assist clients in completing tasks such as

grocery shopping and refer clients to local agencies to meet their basic needs and to improve quality of life.

**ADVANCED MSW INTERNSHIP**  
*Division for Children, Youth and Families*  
*Federal IV-E Grant Recipient*

SEPTEMBER 2009- MAY 2010  
*Portsmouth/ Concord, NH*

- **Assessment Worker:** Visited clients homes in order to investigate for children's safety and whether they can be maintained in their home.
- **Family Service Worker:** Worked with clients individually towards permanency goals, work with families in achieving permanency goals, utilizing the 3-5-7 Model of Therapy.
- **Parent Aide:** Supervised parenting opportunities for birth parents who are working to reunify with their children, prompted them in how to care for their children, provided them with education on child development and attachment.
- **Collaborative Case Management:** Collaborated with clients in developing case plans and goals while utilizing the strengths perspective, assisted clients in finding local services, communicated with service providers in team meetings as well as through telephone communication to assure that all services are being provided and utilized.

**FUNCTIONAL SUPPORT STAFF**  
*Community Partners*

2009  
*Dover, NH*

- **Resiliency Coaching:** Worked with clients diagnosed with behavioral challenges to identify coping skills, behavioral triggers, and improved communication with families.
- **Recovery-Based Support:** Counseled clients to overcome past emotional, verbal and physical trauma.
- **Community-Based Intervention:** Assisted clients in appropriately integrating with peers and in the development of social skills and boundaries; redirect and prompt clients when necessary.
- **Parent/Guardian Liaison:** Facilitated parent/guardian involvement in client recovery.

**MSW CLINICAL INTERNSHIP**  
*After School Achievement Program at Family Strength*

2008- 2009  
*Concord, NH*

- **Individual Therapy:** Provided individual counseling to clients utilizing Cognitive Behavioral Therapy techniques.
- **Family Therapy:** Conducted in home family therapy sessions utilizing multiple theoretical frameworks.
- **Youth Group Counseling:** Planned and implemented group sessions once a week for at risk middle school youth. Topic included: academic achievement, emotional support and development.
- **Multi-family Groups:** Organized and facilitated group sessions covering topics including substance abuse, bullying and peer pressure for middle at risk middle school youth and their parents.
- **Collaborative Case Management:** Worked with school staff including teachers, guidance counselors as well as outside mental health care providers to ensure clients were receiving appropriate treatment.

**SUPERVISOR**  
*The Boltwood Project: Shay Street*

2007-2009  
*Amherst, MA*

- **Volunteer Supervision:** Managed and guided a team of five students to plan weekly activities, run group sessions and model independent living skills for the residents.
- **Group Counseling:** Planned and facilitated activities for a group of women who were mentally disabled, activities focused on independent living skills and emotional support.

- Conflict Mediation: Resolved disputes including resident/resident, resident/volunteers and volunteers/volunteers.

## **Relevant Trainings**

### **STUDENT INTERN TRAININGS**

*Department of Health and Human Services*

Topics include: Safety and Risk Assessment, Trauma, Sexual Abuse, Domestic Abuse, Substance Abuse, Family Engagement.

### **DUAL DIAGNOSIS**

*North Shore Medical Center Salem, MA*

Covered the challenges in treating clients who are diagnosed with a mental health disorder as well as a substance abuse disorder.

## **Qualifications and Skills**

- Individual psychotherapy DBT and CBT trained, Case management, Crisis intervention and Risk assessment
- Client assessment and Treatment planning
- Writing and maintaining client/program files
- Knowledgeable of Eating Disorders including assessments and interventions
- Proficient in MS Office, SPSS, EHR, Lavender and Wyatt and other applications
- Conversational Spanish

## **Lauren E McGinley**

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### **Experience:**

#### *Parenting Education Coordinator*

New Generation Inc, Greenland, New Hampshire May 2010 – Current

Provide parenting education and case management to women through the nurturing parenting program.

#### *Residential Support Staff*

New Generation Inc, Greenland, New Hampshire April 2009 – May 2010

I was responsible for 8 Residents and the oversight of one transitional apartment per shift. I worked both overnight and day schedules. I helped support the Executive Director in management of the house duties including the nutritional program, educational workshops and resident community service projects.

#### *Chef*

Blue Moon, Exeter, NH

April 2007-April 2008

I oversaw the preparation of the next day's ingredients list. I learned an incredible amount about holistic care and nutrition during my time here, especially in dealing with the treatment of specialty diets, such as Celiac Disease.

### **Education and Certifications**

Bow High School, Bow, New Hampshire  
32 White Rock Hill Rd, 03304  
603 228 2210

#### Culinary Arts Chef Certificate

Le Cordon Bleu, Dover, New Hampshire

A division of MacIntosh College, Dover, New Hampshire

Closed in 2009, no address available.

#### Certified Facilitator of The Nurturing Parenting Program

This is an evidence based parenting education program developed by Dr. Steve

Certified Red Cross First Aid/ CPR/ AED Instructor – Authorization Pending

#### Certified Infant Massage Teacher – Liddle Kidz Foundation

I am able to provide professional instruction of the techniques of infant massage to parents. This is an excellent exercise in teaching nurturing touch from parent to child, which is essential to a child's development and well being.

State of New Hampshire Certified HCV Counselor

I am certified to help educate clients and staff members on the most current statistics and health practices concerning Hepatitis C.

Certified in CPI (Crisis Prevention and Intervention)

I have attended many different trainings offered by the State of New Hampshire, including a training in Substance Abuse Counseling and Safe Food Handling.

Back In The Saddle Therapeutic Ridding Facility, Henniker, New Hampshire

No longer in business.

I worked as the Volunteer Coordinator on a volunteer basis for one year while here, and I was also employed as a care taker for the horses and barn. I was involved in the training of the team of volunteers and managed the scheduling of their time. Hippotherapy clients span a range of developmental and mental disabilities, and I was fortunate to be exposed to new and exciting treatment plans for many of them.

JESSICA A. HARDY

PHONE: [REDACTED]

EMAIL: [REDACTED]

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## **PROFESSIONAL EXPERIENCE**

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### **NEW GENERATION, INC. – Greenland, NH**

Office and Volunteer Coordinator, November 2011 to Present

- Coordinate volunteer requests for residents of New Generation, a homeless shelter for pregnant and newly parenting women. Volunteer needs include transportation, office assistance, babysitting and maintenance projects.
- Hire, train and maintain a large group of volunteers. Includes: advertising volunteer positions; receiving and processing volunteer applications, background checks and conducting interviews; developing and hosting volunteer orientation; ongoing training of all volunteers; and volunteer management.
- Assist with organization of annual Christmas party for all current and past residents of New Generation. Includes: collecting wish lists from all potential attendees; coordinating multiple private individual and corporate donations of in-kind items; maintaining guest list; food selection and preparation; and other tasks.
- Maintain donor database including receiving and acknowledging donations, maintaining contact and other donor information, and processing reports.
- Perform a variety of tasks related to the development and maintenance of resident records including managing appropriate resident databases and state data management/reporting systems; data input; ongoing use of the system, involving regular data input and using programs to generate a variety of regular and special reports.

### **COLBY-SAWYER COLLEGE – New London, NH**

Administrative Coordinator, Campus Activities Office, September 2009 to November 2011

- Coordinate activities for special events, working with the director of campus activities and other college personnel to plan and coordinate activities, exchange information and resolve problems.
- Develop and maintain the Campus Activities Office web pages, including Cultural Events, Orientation, Family Weekend and other related sites.
- Perform a variety of tasks related to the development and maintenance of computerized departmental records including managing appropriate databases and data management/reporting systems; data input; ongoing use of the system, involving regular data input and using programs to generate a variety of regular and special reports.
- Maintain the master calendar, process reservation requests using a computerized reservation system.
- Train and oversee the work of student workers as needed both in the Campus Activities Office and the Sawyer Center Box Office.

### **COUNSELING SERVICES, INC. – Saco, ME**

Assistant Development Director, May 2006 to June 2009

- Coordinate Annual Appeal, including developing theme, mailings, donor solicitation, donor stewardship, ongoing analysis reports to board of directors and fundraising committee and working with internal and external constituents to develop new revenue. Increased Annual Appeal revenue by 135% from fiscal year 2007 to fiscal year 2008.
- Coordinate signature fundraising event, CSI Drive Against Child Abuse Golf Tournament. Manage 10 person volunteer committee of fundraisers, solicit major sponsors, develop tournament publications, donor stewardship, ongoing fundraising analysis, and on-site coordination of function. Increased Golf Tournament



**JESSICA A. HARDY**

PHONE: [REDACTED]

EMAIL: [REDACTED]

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revenue by 40% from fiscal year 2007 to fiscal year 2008 by successfully acquiring first-ever title sponsor for tournament.

- Write a variety of grants ranging from requests to private foundations for capital funding, program funding and general funding, to state and federal grant requests. Increased private foundation grant revenue from fiscal year 2007 to fiscal year 2008 by 210%.
- Coordinate all fundraising special events including business after hours, retirement events, groundbreaking for new facility, open house for new facility and other events as needed.
- Act as Board of Directors liaison, working closely with the CEO and Board President to coordinate all meetings.
- Work with marketing manager to develop strategies for effective donor communication and campaign materials.

**UNIVERSITY OF MAINE SCHOOL OF LAW – Portland, ME**

Executive Assistant to the Dean and Coordinator of Special Events, 2005 to May 2006

- Coordinating special events for the Law School, including signature speaking series and receptions.
- Coordinated upgrade of Maine Law website. In charge of updating and maintaining site including dealing with Maine Law staff, designer, programmer and University IT staff to ensure accuracy and functionality.
- General duties including: maintenance of databases, coordinating meetings with constituents. Coordinating Dean's calendar, typing, faxing, copying, and computer troubleshooting.

**UNIVERSITY OF SOUTHERN MAINE, MUSKIE SCHOOL OF PUBLIC SERVICE – Portland, ME**

Administrative Assistant, Cross Disciplinary Training Project, 2003 to 2005

- Staff support for grant-funded project including three full-time staff members and over 100 trainers working in the fields of Adult Protective Services, Child Development, Child Protective Services, Clergy, Domestic Violence, and Substance Abuse.
- Coordinating training functions for Cross Disciplinary Training Project from start to completion. Including: finding and contracting with sites, coordinating guest rooms, selecting menus, preparing materials, advertising functions, creating and updating attendee's databases, and on-site coordination of function details.
- Financial Assurance to include purchasing card coordination, reconciliation of monthly financial reports, monitoring and adjusting yearly budget, projecting budget for future grants.
- General duties including: maintenance of databases, updating and maintaining Cross D website, layout of Cross D curriculum, coordinating small meetings, coordinating with trainers for delivery of materials and contracts, typing, faxing, copying, and computer troubleshooting. Collection of evaluation materials including compiling data and maintaining database systems.

**PROFESSIONAL FINANCIAL ASSOCIATES – Weston, MA**

Office Manager, 2001 to 2002

- Coordinated seminars for financial planners. Seminar planning included: contracting for mass mailing, approving brochures, finding and contracting with hotels for training space and menus, ordering and distributing materials, maintaining attendee lists, on-site coordination, and post seminar follow-up.
- Processed paperwork for client financial transactions including account rollover and opening accounts. Followed progress of financial transactions for clients.

**JESSICA A. HARDY**

PHONE: [REDACTED] 2

EMAIL: [REDACTED]

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- General duties included: management of the office environment, computer purchasing and upkeep, maintaining inventories, sending out quarterly newsletter, designing and maintaining client database.

**RADISSON RESORT PARKWAY – Kissimmee, FL**

Assistant Catering Director, 1999

- Coordinated meetings, seminars, weddings and reunions for large hotel complex outside Disney World.
- Assisted in creation of new menus and meeting and wedding packages.
- Worked directly with Kitchen and Sales departments to assure guest satisfaction.

**EDUCATION**

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**EMERSON COLLEGE – Boston, MA**

Bachelor of Science Degree, Communications/Print Journalism 1998

**KEARSARGE REGIONAL HIGH SCHOOL – Sutton, NH**

High School Diploma 1994

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jennifer Bisson	Executive Director	\$46,342.40	32%	\$15,000
Meg Connelly	Residential Manager	\$34,999.64	43%	\$15,000
Lauren McGinley	Parenting Education Coordinator	\$20,255.04	0%	\$0
Jessica Hardy	Office/Volunteer Coordinator	\$25,729.60	0%	\$0

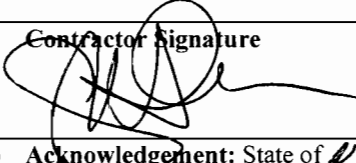
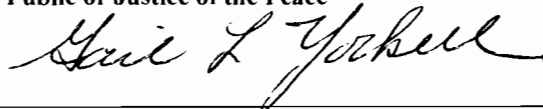
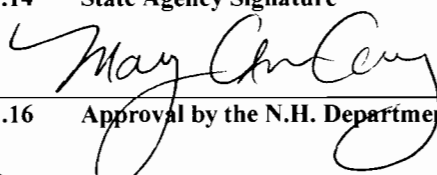
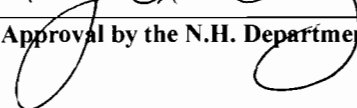
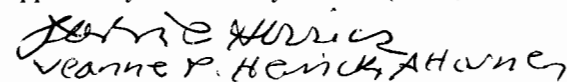
Subject: State Grant-In-Aid Funds Program

**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		<b>1.4 Contractor Address</b> 199 Manchester Street Manchester, NH 03105	
<b>1.5 Contractor Phone Number</b> (603) 668-1877	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 323,534.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Charles S. Sherman, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/3/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> GAIL L. YORKELL <span style="float: right;">my commission expires Oct. 25, 2013</span>			
<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:  Attorney On: 27 Jun. 2013			
<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.

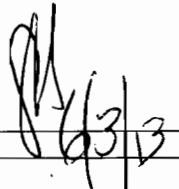
**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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: 6/3/13

**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.**

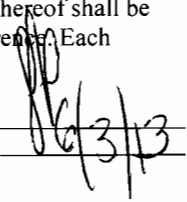
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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: 06/3/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials:  
Date:

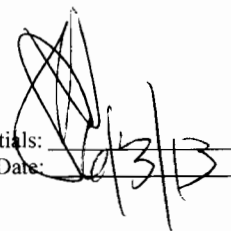
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Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**


1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 30% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 10%.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

  
SG/3B





**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

NH General Funds:

SFY14 not to exceed \$161,767.00

SFY15 not to exceed \$161,767.00

Federal Funds: Not Applicable

**1. PROGRESS REPORTS:**

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

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

2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

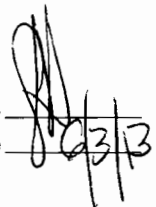
2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

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

  
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State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$246,892.00</b>	<b>\$246,892.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$76,642.00</b>	<b>\$76,642.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$323,534.00</b>	<b>\$323,534.00</b>
<b>TOTAL GIA+Match</b>	<b>\$647,068.00</b>	

*[Handwritten Signature]*  
 6/3/13



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

*[Handwritten Signature]*  
6/3/13



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
  - 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
  - 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
  - 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
  - 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
    - 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
    - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
  6. Add the following to Paragraph 8.:
    - 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
    - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

  
6/3/13



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

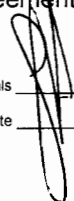
  
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Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

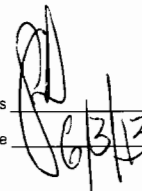
8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

  
Date 6/3/13



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

  
\_\_\_\_\_  
\_\_\_\_\_  
06/3/13



**Exhibit C**

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

*[Handwritten Signature]*  
*[Handwritten Date: 02/3/13]*





**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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


3. Audit Requirement

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

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

4. Credits

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

  
6/3/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials: \_\_\_\_\_

Date: 6/3/13

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

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

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

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

New Horizons for New Hampshire From: 7/1/13 To: 6/30/15  
 (Contractor Name) (Period Covered by this Certification)

Charles S. Sherman, Executive Director  
 (Name & Title of Authorized Contractor Representative)

[Signature] 6/3/13  
 (Contractor Representative Signature) (Date)

Contractor Initials: [Signature]  
 Date: 6/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

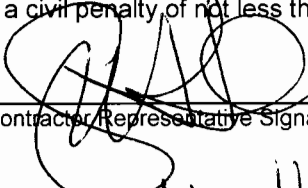
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under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

Contract Period: 7/1/15 through 6/30/15


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

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

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

  
 (Contractor Representative Signature) Charles S. Sherman, Executive Director  
 (Authorized Contractor Representative Name & Title)

New Horizons for New Hampshire JUNE 3, 2013  
 (Contractor Name) (Date)

Contractor Initials:   
 Date: 6/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: 

Date: 6/3/13

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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials: \_\_\_\_\_

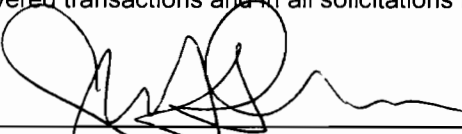
Date: 6/3/13

**LOWER TIER COVERED TRANSACTIONS**

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


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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

Charles S. Sherman, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

New Horizons for New Hampshire June 3, 2013  
\_\_\_\_\_  
(Contractor Name) (Date)

Contractor Initials:   
Date: 6/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

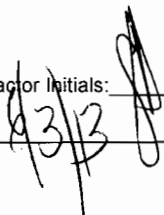
1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
(Contractor Representative Signature)

Charles S. Sherman, Executive Director  
(Authorized Contractor Representative Name & Title)

New Horizons for New Hampshire  
(Contractor Name)

June 3, 2013  
(Date)

Contractor Initials: 

Date: 6/3/13



NH Department of Health and Human Services

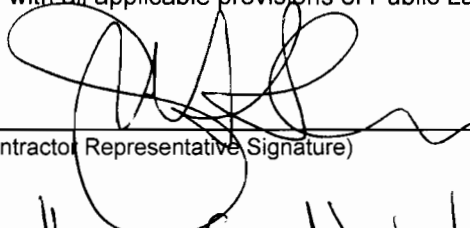
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

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

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

  
(Contractor Representative Signature) Charles S. Sherman, Executive Director  
(Authorized Contractor Representative Name & Title)

New Horizon for New Hampshire, JUNE 3, 2013  
(Contractor Name) (Date)

Contractor Initials:   
Date: 6/3/13

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

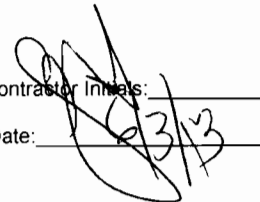
**(1) Definitions.**

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

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

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

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

A handwritten signature in black ink is written over the signature line. Below the signature, the date "9/3/09" is handwritten in black ink over the date line.

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

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

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

Contractor Initials: \_\_\_\_\_

Date: 6/3/13 \_\_\_\_\_

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

**(4) Obligations of Covered Entity**

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

Contractor Initials: \_\_\_\_\_

Date: 6/3/13

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

Contractor Initials: \_\_\_\_\_  
Date: 03/19 \_\_\_\_\_

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

NH DHHS  
The State Agency Name

New Horizons For New Hampshire  
Name of the Contractor

Mary Ann Conroy  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

MARY ANN CONROY  
Name of Authorized Representative

Charles J. Sherman  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

7/10/13  
Date

JUL 3, 2013  
Date

Contractor Initials: [Signature]  
Date: 6/2/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

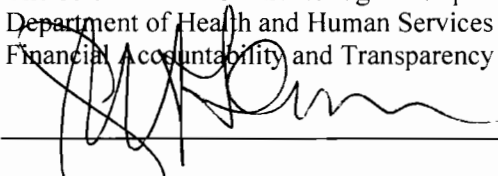
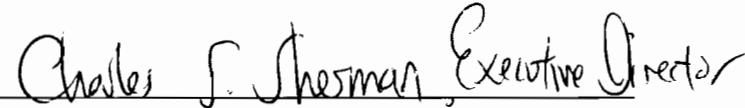
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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


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

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

\_\_\_\_\_  
 (Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

\_\_\_\_\_  
 (Contractor Name)    (Date)

Contractor initials:  \_\_\_\_\_  
 Date: 6/3/13 \_\_\_\_\_  
 Page # 1 of Page # 2



NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

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: 6/3/13

Page # 2 of Page # 2

# 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 14<sup>th</sup> day of June A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

I, Jason D. Gregoire, do hereby certify that:  
(Name of Clerk of the Corporation (cannot be contract signatory))

1. I am a duly elected Clerk of New Horizons for New Hampshire, Inc.  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6/7/13:  
(Date)

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

housing and counseling services.

**RESOLVED:** That ~~the~~ Charlie Sherman  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7<sup>th</sup> day of June, 2013.  
(Date Contract Signed)

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

of the Corporation.

Jason D. Gregoire  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 10 day of June, 2013.

By Jason D. Gregoire  
(Name of Clerk of the Corporation)

Chris L. Yocell  
(Notary Public/Justice of the Peace)

(Notary Seal)

Commission Expires: Oct. 22, 2013



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2013

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

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

<b>PRODUCER</b> FIAI/Cross Ins-Manchester 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Robin McAfee <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> rmcafee@crossagency.com	<b>FAX (A/C, No):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> New Horizons for New Hampshire, Inc. 199 Manchester Street PO Box 691 Manchester NH 03103-5232	<b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>NAIC #</b> 18058	
	<b>INSURER B:</b> Wesco Ins Co <b>NAIC #</b> 25011	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** 12-13 GL, 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK897303	8/15/2012	8/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB390839	8/15/2012	8/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WWC3042663 (3a.) NH All officers included	8/20/2012	8/20/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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  M Ferdinando/JSC 

ACORD 25 (2010/05)  
INS025 (201005) 01

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SOUP KITCHEN • FOOD PANTRY • HOMELESS SHELTERS

## New Horizons for New Hampshire Mission Statement

To provide food and shelter to people in need and to provide 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.newhorizonsformh.org](http://www.newhorizonsformh.org)

*Helping those in need to become self sufficient!*

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

**Financial Statements**

**For the Years Ended June 30, 2012 and 2011**

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

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# MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

## INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying statements of financial position of New Horizons For New Hampshire, Inc. (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. 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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

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, 2012 and 2011, 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 + Company P.C.*  
January 25, 2013



NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Financial Position

June 30, 2012 and June 30, 2011

	<u>2012</u>	<u>2011</u>
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 166,771	\$ 202,929
Investments	1,228,945	1,331,731
Accounts receivable	18,657	3,000
Prepaid expenses	<u>8,559</u>	<u>14,559</u>
Total Current Assets	1,422,932	1,552,219
Cash surrender value of life insurance	18,496	19,723
Property and Equipment, net	<u>1,323,143</u>	<u>1,362,357</u>
Total Assets	<u>\$ 2,764,571</u>	<u>\$ 2,934,299</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities:		
Accounts payable	\$ 38,986	\$ 17,907
Accrued payroll and related liabilities	41,422	38,214
Current portion of notes payable	<u>23,548</u>	<u>24,875</u>
Total Current Liabilities	103,956	80,996
Long Term Liabilities:		
Notes payable, net of current	<u>239,327</u>	<u>262,875</u>
Total Liabilities	343,283	343,871
Net Assets:		
Unrestricted net assets	2,201,425	2,336,194
Temporarily restricted net assets	194,863	229,234
Permanently restricted net assets	<u>25,000</u>	<u>25,000</u>
Total Net Assets	<u>2,421,288</u>	<u>2,590,428</u>
Total Liabilities and Net Assets	<u>\$ 2,764,571</u>	<u>\$ 2,934,299</u>

See accompanying notes to financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Activities

For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<u>Unrestricted Net Assets:</u>		
Public Support and Revenue:		
Public Support:		
Grants	\$ 298,738	\$ 210,520
Direct public contributions	1,514,100	1,406,745
Special events	343,012	261,638
Revenue:		
Interest and investment income	29,978	32,282
Realized and unrealized gain (loss)	(6,430)	213,060
Miscellaneous	3,939	11,591
Net assets released from restrictions	<u>204,474</u>	<u>194,950</u>
Total Public Support and Revenue	<u>2,387,811</u>	<u>2,330,786</u>
Expenses:		
Program Services:		
Shelter	414,718	418,173
Soup kitchen and food pantry	1,485,434	1,369,492
Other services	290,451	200,577
Supportive Services:		
Management and general	126,482	103,826
Fund raising	<u>205,495</u>	<u>186,066</u>
Total Expenses	<u>2,522,580</u>	<u>2,278,134</u>
Change in Unrestricted Net Assets	(134,769)	52,652
<u>Temporarily Restricted Net Assets:</u>		
Contributions	170,103	180,350
Net assets released from restrictions	<u>(204,474)</u>	<u>(194,950)</u>
Change in Temporarily Restricted Net Assets	<u>(34,371)</u>	<u>(14,600)</u>
Change in net assets	(169,140)	38,052
Net Assets, Beginning of Year	<u>2,590,428</u>	<u>2,552,376</u>
Net Assets, End of Year	<u>\$ 2,421,288</u>	<u>\$ 2,590,428</u>

See accompanying notes to financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2012

	Program Services			Supportive Services		
	Shelter	Soup Kitchen and Food Pantry	Other Services	Management and General	Fund Raising	2012
Advertising	\$ 41	\$ 18	\$ 27	\$ 11	\$ 18	\$ 115
Auto expense	-	6,044	350	-	66	6,460
Building repairs and maintenance	6,837	4,479	2,317	352	111	14,096
Dues, fees, and meetings	320	-	150	733	660	1,863
Employee benefits	34,464	15,294	22,555	9,240	14,837	96,390
Employee training	45	20	29	12	19	125
Equipment repairs and maintenance	1,024	5,669	967	147	1,016	8,823
Food and supplies	-	1,239,435	-	-	-	1,239,435
Fund raising expense	-	-	-	-	34,427	34,427
Grant expense	-	-	6,128	-	-	6,128
Insurance - general	2,749	5,804	3,055	3,363	147	15,118
Insurance - workers' compensation	6,629	2,941	4,338	1,776	2,853	18,537
Legal and accounting	-	-	-	7,600	-	7,600
Miscellaneous	3,629	2,228	378	250	36	6,521
Office expense	2,697	1,850	1,868	6,135	2,134	14,684
Payroll taxes	24,619	10,992	16,145	6,663	10,678	69,097
Postage	-	-	-	688	2,197	2,885
Printing	-	-	-	703	21,934	22,637
Professional services	-	-	-	12,906	-	12,906
Salaries and wages	262,972	116,697	172,104	70,508	113,215	735,496
Subcontracted services	-	-	28,380	-	-	28,380
Supplies	8,672	12,900	2,917	74	24	24,587
Telephone and internet	2,224	1,411	1,878	1,032	389	6,934
Utilities	23,863	20,817	10,956	1,665	526	57,827
Total Expenses Before Depreciation	380,785	1,446,599	274,542	123,858	205,287	2,431,071
Depreciation	33,933	38,835	15,909	2,624	208	91,509
Total Functional Expenses	\$ 414,718	\$ 1,485,434	\$ 290,451	\$ 126,482	\$ 205,495	\$ 2,522,580

See accompanying notes to financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2011

	Program Services			Supportive Services		2011
	Shelter	Soup Kitchen and Food Pantry	Other Services	Management and General	Fund Raising	
Advertising	\$ 363	\$ 154	\$ 159	\$ 150	\$ 151	\$ 977
Auto expense	92	6,722	-	-	258	7,072
Building repairs and maintenance	12,507	8,115	3,884	618	186	25,310
Dues, fees, and meetings	1,311	-	99	1,063	226	2,699
Employee benefits	28,120	11,941	12,291	7,024	11,674	71,050
Employee training	157	67	69	39	65	397
Equipment repairs and maintenance	3,639	8,488	1,212	303	689	14,331
Food and supplies	-	1,124,682	-	-	-	1,124,682
Fund raising expense	-	-	-	-	33,137	33,137
Insurance - general	3,727	7,869	4,141	630	199	16,566
Insurance - workers' compensation	7,169	3,044	3,134	1,792	2,976	18,115
Legal and accounting	-	-	-	7,600	-	7,600
Miscellaneous	773	817	26	44	25	1,685
Office expense	3,005	1,830	1,421	4,660	1,505	12,421
Payroll taxes	24,466	10,479	10,591	5,734	10,256	61,526
Postage	-	-	-	445	2,427	2,872
Printing	-	-	-	2,583	11,459	14,042
Salaries and wages	264,283	112,225	115,512	66,012	109,716	667,748
Subcontracted services	-	-	20,271	-	-	20,271
Supplies	10,876	11,578	1,728	29	9	24,220
Telephone and internet	1,271	1,318	830	991	411	4,821
Utilities	24,400	26,301	10,211	1,552	490	62,954
Total Expenses Before Depreciation	386,159	1,335,630	185,579	101,269	185,859	2,194,496
Depreciation	32,014	33,862	14,998	2,557	207	83,638
Total Functional Expenses	\$ 418,173	\$ 1,369,492	\$ 200,577	\$ 103,826	\$ 186,066	\$ 2,278,134

See accompanying notes to financial statements.

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Cash Flows

For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ (169,140)	\$ 38,052
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	91,509	83,638
Unrealized/realized (gain) loss	6,430	(213,060)
(Increase) Decrease In:		
Accounts receivable	(15,657)	5,683
Prepaid expenses	6,000	(7,769)
Increase (Decrease) In:		
Accounts payable	21,079	8,690
Accrued payroll and related liabilities	<u>3,208</u>	<u>8,539</u>
Net Cash Used By Operating Activities	(56,571)	(76,227)
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(36,761)	(29,158)
Sale of investments	125,000	80,000
Purchase of equipment and building improvements	<u>(42,951)</u>	<u>(284,848)</u>
Net Cash Provided (Used) By Investing Activities	45,288	(234,006)
<u>Cash Flows From Financing Activities:</u>		
Proceeds from note	-	170,000
Repayments of note	<u>(24,875)</u>	<u>(7,875)</u>
Net Cash Provided (Used) By Financing Activities	<u>(24,875)</u>	<u>162,125</u>
Net Decrease in Cash and Cash Equivalents	(36,158)	(148,108)
Cash and Cash Equivalents, Beginning of Year	<u>202,929</u>	<u>351,037</u>
Cash and Cash Equivalents, End of Year	<u>\$ 166,771</u>	<u>\$ 202,929</u>

See accompanying notes to 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, 2012 and 2011, donated services were valued at \$ 27,526 and \$ 5,854, 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, 2012 and 2011, donated food and goods were valued at \$ 1,098,009 and \$ 1,037,596, 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) for fiscal years 2011, 2010, and 2009 are subject to examination by the IRS, generally for three years after they were filed.

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, 2012 and 2011, 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.

L. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2012 through January 25, 2013, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has deter-



mined that there were no material events that would require disclosure in the Organization's financial statements through this date.

**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. Investments:**

Investments at fair value consisted of the following at June 30, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Mutual funds	\$ 1,210,731	\$ 1,275,613
Money market funds	2,548	40,333
Stocks	<u>15,666</u>	<u>15,785</u>
Total investments	<u>\$ 1,228,945</u>	<u>\$ 1,331,731</u>

**5. Property and Equipment:**

The following is a summary of property and equipment as of June 30, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Land	\$ 421,730	\$ 421,730
Construction in progress	35,182	25,054
Buildings and improvements	1,896,464	1,896,354
Furniture, fixtures, and equipment	203,878	251,675
Vehicles	<u>63,044</u>	<u>43,044</u>
Subtotal	2,620,298	2,637,857
Less: accumulated depreciation	<u>(1,297,155)</u>	<u>(1,275,500)</u>
Total	<u>\$ 1,323,143</u>	<u>\$ 1,362,357</u>

**6. 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 \$ 61,875 and \$ 63,750 at June 30, 2012 and 2011, 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 \$ 48,000 and \$ 54,000 at June 30, 2012 and 2011, 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 \$ 153,000 and \$ 170,000 at June 30, 2012 and 2011, respectively.

The following is a summary of future payments on the previously mentioned long-term debt at June 30, 2012.

<u>Year</u>	
2013	\$ 23,548
2014	23,865
2015	24,187
2016	22,642
2017	22,977
Thereafter	<u>89,406</u>
Subtotal	206,625
Amounts forgiven	<u>56,250</u>
Total	<u>\$ 262,875</u>

**7. 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.

**8. Temporarily Restricted Assets:**

Temporarily restricted net assets are available for the following purposes at June 30, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Alumni program	\$ 3,576	\$ -
CD players	156	156
Culinary arts	2,692	2,692
Diapers and wipes	600	600
Education classes	-	3,802
Food	152,957	213,723
Food cart	155	155
Kitchen vent	5,000	-
Moving on	3,070	4,870
School supplies	500	500
Shelter beds	1,421	-
Shelter supplies	-	420
Shelter/kitchen pantry expenses	866	866
Shelter staffing	23,378	-
TV room makeover	52	50
Veterans	440	-
Volunteer kiosk	-	1,400
Total	<u>\$ 194,863</u>	<u>\$ 229,234</u>

**9. 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.

**10. 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:

	2012				
	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Investments	\$ 1,228,945	\$ 1,228,945	\$ 1,228,945	\$ -	\$ -
Cash surrender value of life insurance	<u>18,496</u>	<u>18,496</u>	<u>-</u>	<u>18,496</u>	<u>-</u>
Total assets	<u>\$ 1,247,441</u>	<u>\$ 1,247,441</u>	<u>\$ 1,228,945</u>	<u>\$ 18,496</u>	<u>\$ -</u>
Notes payable	\$ 262,875	\$ 262,875	\$ -	\$ -	\$ 262,875
Total liabilities	<u>\$ 262,875</u>	<u>\$ 262,875</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 262,875</u>

	2011				
	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Investments	\$ 1,331,731	\$ 1,331,731	\$ 1,331,731	\$ -	\$ -
Cash surrender value of life insurance	<u>19,723</u>	<u>19,723</u>	<u>-</u>	<u>19,723</u>	<u>-</u>
Total assets	<u>\$ 1,351,454</u>	<u>\$ 1,351,454</u>	<u>\$ 1,331,731</u>	<u>\$ 19,723</u>	<u>\$ -</u>
Notes payable	<u>\$ 287,750</u>	<u>\$ 287,750</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 287,750</u>
Total liabilities	<u>\$ 287,750</u>	<u>\$ 287,750</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 287,750</u>

Fair Value  
Measurements  
Using Significant  
Unobservable Inputs  
Level 3

	<u>Notes Payable</u>	
	<u>2012</u>	<u>2011</u>
Beginning Balance, July 1	\$ 287,750	\$ 125,625
Advances	-	170,000
Reductions	(24,875)	(7,875)
Transfers in to Level 3	<u>-</u>	<u>-</u>
Ending Balance, June 30	<u>\$ 262,875</u>	<u>\$ 287,750</u>

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

**11. Related Party Transaction:**

During fiscal years 2012 and 2011, the Organization entered into transactions with a Board member's business. 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.

New Horizons for New Hampshire  
2013 Board of Directors

Robert Baines					
Robert Duval	TF Moran			Manchester	[REDACTED]
Jim Flanagan	Manchester Police Department		Chief Engineer	Bedford	[REDACTED]
Martha Gagnon (Vice President)	American Cancer Society		Police Lieutenant	Manchester	[REDACTED]
Jason Gregoire (Secretary)	Sheehan, Phinney Bass & Green	Retired Mayor and College President	Director of Community Services	Bedford	[REDACTED]
Christine Grenier (President)	Citizens Bank		Attorney	Manchester	[REDACTED]
Paul D. Hanson	Mann Advertising		Asst. VP Public Affairs	Manchester	[REDACTED]
Floyd W. Hayes	Aranco Oil Company		Vice President	Manchester	[REDACTED]
Brian Mikol	Spectrum Marketing		Owner	Concord	[REDACTED]
Jack Olson	Texas Instruments		Co-Owner	Manchester	[REDACTED]
Jocelyn Pinsonneault	Manchester School District		VP/General Manager DC Solutions Bus. Unit	Manchester	[REDACTED]
Bryan Riddell	Coca-Cola Northern New England		Homeless Liaison & Parent Involvement Coord.	Manchester	[REDACTED]
Frank Saglio (Treasurer)	Howe Riley & Howe, PLLC		VP/Chief Financial Officer	Bedford	[REDACTED]
Dan Noury	Noury Supply		CPA	Manchester	[REDACTED]
Peter Telge	Milly's Tavern		Owner cleaning supply company	Manchester	[REDACTED]
Sean Thomas			Owner	Manchester	[REDACTED]
Glen Villano	Merchants Automotive Group		Political Advisor	Manchester	[REDACTED]
			CEO	Manchester	[REDACTED]

(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



## 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.

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-██████████

**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. Reinstate 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

#### First Responder

Manchester F. F. Local 856 I.A.F.F.	President Executive Board President Emeritus	1987 – 1992
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Graduate Representative NH Tech. Inst. Concord, NH		2003 – 2005
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Advisory Council on Workers Compensation State of NH		1998 - 2002
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NH Bureau of Fire Training Stds. & Training	Assessment/Evaluator	1987 – 1992
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E.A.P. Development Manchester Fire Dept.	Co-Chairman	1990
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Office of Mayor Manchester, NH	Policy Development: “Aids in the Workplace”	1985
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#### Education

NII Tech Institute	Associate Degree in Human Services Specialty in Substance Abuse Counseling	2000
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Granite State College UNH System	One Semester remaining for Bachelor of Science in Behavioral Science	Ongoing
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Workshops and conferences		Ongoing
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#### Awards

Glenn Brewster Award Thomas H. McTague Award	Education	2000
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Raul W. Sypek Medal For Valor	Firefighting	2000
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**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Charles Sherman	Executive Director	\$78,000.00	10%	\$7,800.00
Kevin Kinter	Program Director	\$52,785.00	100%	\$52,785.00
Ronald Charland	Case Manager	\$30,000.00	100%	\$30,000.00
Pamela Nordle	Case Manager	\$35,029.00	100%	\$35,029.00
ChristiAne Wolski	Angie's Shelter Manager	\$30,000.00	100%	\$30,000.00

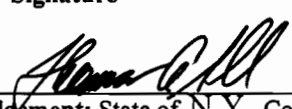
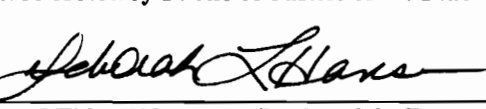
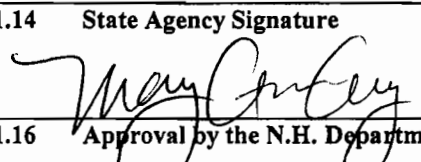
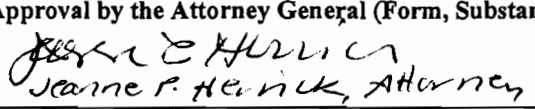
Subject: State Grant-In-Aid Funds Program

**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> The Salvation Army (Carey House)		<b>1.4 Contractor Address</b> 177 Union Avenue Laconia, NH 03246	
<b>1.5 Contractor Phone Number</b> (603) 528-8086	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 61,670.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Thomas A. Schenk, Secretary	
<b>1.13 Acknowledgement:</b> State of <u>N.Y.</u> , County of <u>Rockland</u> On <u>6/4/2013</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Deborah L. Hansen, Notary Public, State of New York No. 01HA5048121, Qualified in Orange County, Commission Expires August 14, 2013			
<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:  James P. Henick, Attorney On: <u>28 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**


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

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

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

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

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

Contractor Initials:   
Date: 06/04/2013



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 60 program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 10%.
  - 1.4.3. The Carey House will provide 900 case management sessions
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

Service Location;  
Laconia: 6 Spring Street



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

NH General Funds:

SFY14 not to exceed \$30,835.00

SFY15 not to exceed \$30,835.00

Federal Funds: Not Applicable

1. PROGRESS REPORTS:

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

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

2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

3. LINE ITEM TRANSFERS:

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



**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>N/A</b>	<b>N/A</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$61,670.00</b>	<b>\$61,670.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$61,670.00</b>	<b>\$61,670.00</b>
<b>TOTAL GIA+Match</b>	<b>\$123,340.00</b>	



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:

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

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

3. Add the following to Paragraph 6.1:

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

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

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

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

6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;

6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:

6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
  - 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;.
  - 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
  - 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
  - 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
    - 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
    - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
  6. Add the following to Paragraph 8.:
    - 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
    - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The



Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.





Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and



Exhibit C

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



**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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


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

Place of Performance (street address, city, county, state, zip code) (list each location)  
6 Spring Street, Laconia, NH 03246

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

The Salvation Army From: 06/04/2013 To: 06/30/2015  
(Contractor Name) (Period Covered by this Certification)

Thomas A. Schenk, Secretary  
(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature) 06/04/2013  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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


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

Contract Period: 06/06/2013 through 06/06/2015

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

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

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

  
 (Contractor Representative Signature) Thomas A. Schenk, Secretary  
 (Authorized Contractor Representative Name & Title)

The Salvation Army 06/04/2013  
 (Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

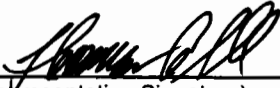


**LOWER TIER COVERED TRANSACTIONS**

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

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

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



\_\_\_\_\_  
(Contractor Representative Signature)

Thomas A. Schenk, Secretary

\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

The Salvation Army

\_\_\_\_\_  
(Contractor Name)

06/04/2013

\_\_\_\_\_  
(Date)

Contractor Initials: TS

Date: 06/04/2013

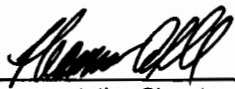
NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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



\_\_\_\_\_  
(Contractor Representative Signature)

Thomas A. Schenk, Secretary

\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

The Salvation Army

\_\_\_\_\_  
(Contractor Name)

06/04/2013

\_\_\_\_\_  
(Date)

Contractor Initials:  \_\_\_\_\_

Date: 06/04/2013

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



\_\_\_\_\_  
(Contractor Representative Signature)

Thomas A. Schenk, Secretary

\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

The Salvation Army

\_\_\_\_\_  
(Contractor Name)

06/04/2013

\_\_\_\_\_  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



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

NH DHHS The Salvation Army  
The State Agency Name Name of the Contractor

Mary Ann Cooney Thomas A. Schenk  
Signature of Authorized Representative Signature of Authorized Representative

MARY ANN COONEY Thomas A. Schenk  
Name of Authorized Representative Name of Authorized Representative

Associate Commissioner Secretary  
Title of Authorized Representative Title of Authorized Representative

7/10/13 06/04/2013  
Date Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

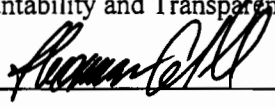
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

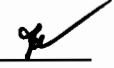
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	Thomas A. Schenk, Secretary
---	-----------------------------

(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
---------------------------------------	---

The Salvation Army	06/04/2013
--------------------	------------

(Contractor Name)	(Date)
-------------------	--------

Contractor initials:   
 Date: 06/04/2013  
 Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 062517941

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:

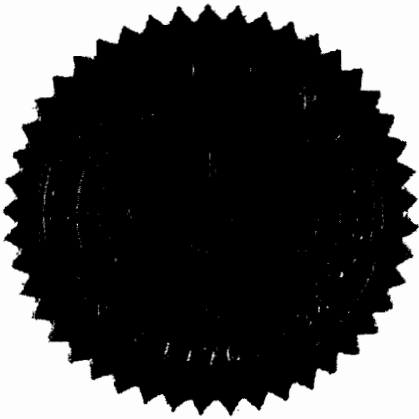
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials:   
Date: 06/04/2013  
Page # 16 of Page # 16

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE SALVATION ARMY, a(n) New York nonprofit corporation, registered to do business in New Hampshire on July 19, 1954. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5<sup>th</sup> day of June, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Bernard W. Meitrott, Assistant Secretary - Finance of the  
(Corporation Representative Name) (Corporation Representative Title)

The Salvation Army, do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Secretary of the  
(Corporation Representative Title)

The Salvation Army, a Not for profit corporation (the  
"Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

23<sup>rd</sup> day of June, 2009, which meeting was duly held in accordance with

New York law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain homeless/emergency housing services, and that the ~~President (any Vice President) (and the Treasurer)~~ <sup>Secretary or Assistant Secretary or Legal</sup> (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of <sup>Secretary or Assistant Secretary-Legal</sup> ~~any officer of this Corporation~~ affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Barry C. Swanson President Name

William R. Carlson Vice President Name

James W. Reynolds Treasurer Name

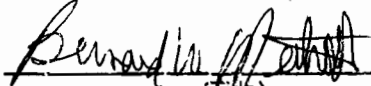
Thomas A. Schenk Secretary

Richard D. Allen Assistant Secretary - Legal

Bernard W. Meitrott Assistant Secretary - Finance

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary - Finance  
(Title)

of the Corporation and have affixed its corporate seal this 4<sup>th</sup> day of June, 2013 .

  
(Title)

Bernard W. Meitrott  
Assistant Secretary - Finance

(Seal)

STATE OF New York

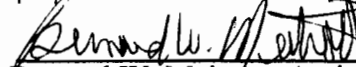
COUNTY OF Rockland

On this the 4<sup>th</sup> day of June, 2013, before me, Bernard W. Meitrott, the undersigned officer,  
personally appeared Bernard W. Meitrott, who acknowledge her/himself to be the

Assistant Secretary - Finance, of The Salvation Army, a corporation, and that  
she/he, as  
(Title) (Name of Corporation)

such Assistant Secretary - Finance being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

  
Bernard W. Meitrott, Assistant Secretary - Finance

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

  
Notary Public/Justice of the Peace

Deborah L. Hansen  
Notary Public, State of New York  
No. 01HA5048121  
Qualified in Orange County  
Commission Expires August 14, 2013

My Commission expires: August 14, 2013



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2013

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

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

<b>PRODUCER</b> CHESTERFIELD INSURANCE AGENCY, INC. PO BOX 237 ADDRESS OR CITY, STATE ZIP GREEN, OH 44232-0237	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 330-896-7639X5104 FAX (A/C, No): 330-896-6548 E-MAIL ADDRESS: SUE.HAMILTON@TPA4TSA													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ZURICH AMERICAN INS. CO.</td> <td>16535</td> </tr> <tr> <td>INSURER B: THE SALVATION ARMY RISK TRUST</td> <td></td> </tr> <tr> <td>INSURER C: THE SALVATION ARMY, A NY CORP.</td> <td></td> </tr> <tr> <td>INSURER D: AMERICAN ZURICH INS. CO.</td> <td>40142</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMERICAN INS. CO.	16535	INSURER B: THE SALVATION ARMY RISK TRUST		INSURER C: THE SALVATION ARMY, A NY CORP.		INSURER D: AMERICAN ZURICH INS. CO.	40142	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> THE SALVATION ARMY, A NEW YORK CORP. 440 WEST NYACK ROAD WEST NYACK, NY 10994														

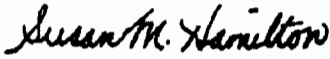
**COVERAGES**      **CERTIFICATE NUMBER:** LOC#0004 0009/05/30/2013      **REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		SELF INSURED RETENTION	01/01/13	01/01/14	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP 8978527-17	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAS</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 500,000		TRUST #19578500	01/01/13	01/01/14	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 8978533-17	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>AUTO LIABILITY EXCESS</b>		SELF INSURED RETENTION	01/01/13	01/01/14	\$400,000 XS OF \$100,000

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

FOR THE LACONIA NH CORPS CONTRACT FOR THE STATE GRANT IN AID PROGRAM.

<b>CERTIFICATE HOLDER</b> The State of NH, DHHS Bureau of Homeless and Housing Svcs. Attn: Anne Pocock 105 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DOING THE MOST GOOD™

## **The Salvation Army**

### **Mission Statement**

The Salvation Army, an international movement, is an evangelical part of the universal Christian church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.



Form **990**

## Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

**2011**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

<b>A</b> For the 2011 calendar year, or tax year beginning <b>October 1</b> , 2011, and ending <b>September 30</b> , 2012	
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>The Salvation Army</b>
	Doing Business As
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>177 Union Avenue</b>
	City or town, state or country, and ZIP + 4 <b>Laconia, New Hampshire 03246</b>
	<b>F</b> Name and address of principal officer: <b>Captains Stephen &amp; Sally Warren</b> <b>177 Union Avenue, Laconia, NH 03246</b>
<b>D</b> Employer identification number <b>13-5562351</b>	
<b>E</b> Telephone number <b>603-524-1834</b>	
<b>G</b> Gross receipts \$ <b>143559.00</b>	
<b>H(a)</b> Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>H(b)</b> Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
<b>J</b> Website: ▶ <b>www.Laconia.SalvationArmyNH.org</b>	
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	
<b>L</b> Year of formation: <b>1899</b>	<b>M</b> State of legal domicile: <b>NY</b>

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>The Salvation Army's mission is to preach the gospel of Jesus Christ and meet human needs in his name without discrimination</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) . . . . . <b>3</b>		
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) . . . . . <b>4</b>		
	<b>5</b> Total number of individuals employed in calendar year 2011 (Part V, line 2a) . . . . . <b>5</b>		
	<b>6</b> Total number of volunteers (estimate if necessary) . . . . . <b>6</b>		
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 . . . . . <b>7a</b>		
<b>b</b> Net unrelated business taxable income from Form 990-T, line 34 . . . . . <b>7b</b>			
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h) . . . . .	<b>Prior Year</b>	<b>Current Year</b>
	<b>9</b> Program service revenue (Part VIII, line 2g) . . . . .		<b>104313.00</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) . . . . .		<b>24319.00</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) . . . . .		<b>14927.00</b>
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		<b>143559.00</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3) . . . . .		<b>4800.00</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) . . . . .		
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		<b>92541.00</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e) . . . . .		<b>3269.00</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) . . . . .		<b>53409.00</b>
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) . . . . .		<b>154019.00</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12 . . . . .		<b>-10460.00</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16) . . . . .	<b>Beginning of Current Year</b>	<b>End of Year</b>
	<b>21</b> Total liabilities (Part X, line 26) . . . . .		<b>15051.00</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 . . . . .		<b>12281.00</b>
			<b>2770.00</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Date
	Type or print name and title	

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> If self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? (see instructions) . . . . .  Yes  No

**Part VIII Statement of Revenue**

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b>	Federated campaigns . . . . .	<b>1a</b> 28000.00					
	<b>b</b>	Membership dues . . . . .	<b>1b</b>					
	<b>c</b>	Fundraising events . . . . .	<b>1c</b>					
	<b>d</b>	Related organizations . . . . .	<b>1d</b>					
	<b>e</b>	Government grants (contributions)	<b>1e</b> 57782.00					
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b> 18531.00					
	<b>g</b>	Noncash contributions included in lines 1a-1f: \$	4800.00					
	<b>h</b>	<b>Total.</b> Add lines 1a-1f . . . . .		104313.00				
<b>Program Service Revenue</b>	<b>2a</b>	Business Code						
	<b>b</b>							
	<b>c</b>							
	<b>d</b>							
	<b>e</b>							
	<b>f</b>	All other program service revenue .						
	<b>g</b>	<b>Total.</b> Add lines 2a-2f . . . . .		24319.00				
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) . . . . .						
	<b>4</b>	Income from investment of tax-exempt bond proceeds						
	<b>5</b>	Royalties . . . . .						
	<b>6a</b>	(i) Real		(ii) Personal				
		Gross rents . . . . .						
		Less: rental expenses . . . . .						
		Rental income or (loss) . . . . .						
	<b>d</b>	Net rental income or (loss) . . . . .						
	<b>7a</b>	(i) Securities		(ii) Other				
		Gross amount from sales of assets other than inventory . . . . .						
		Less: cost or other basis and sales expenses . . . . .						
		Gain or (loss) . . . . .						
	<b>d</b>	Net gain or (loss) . . . . .						
	<b>8a</b>	Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18 . . . . .		<b>a</b>				
		Less: direct expenses . . . . .		<b>b</b>				
		Net income or (loss) from fundraising events . . . . .						
	<b>9a</b>	Gross income from gaming activities. See Part IV, line 19 . . . . .		<b>a</b>				
		Less: direct expenses . . . . .		<b>b</b>				
Net income or (loss) from gaming activities . . . . .								
<b>10a</b>	Gross sales of inventory, less returns and allowances . . . . .		<b>a</b>					
	Less: cost of goods sold . . . . .		<b>b</b>					
	Net income or (loss) from sales of inventory . . . . .							
Miscellaneous Revenue		Business Code						
<b>11a</b>								
<b>b</b>								
<b>c</b>								
<b>d</b>	All other revenue . . . . .							
<b>e</b>	<b>Total.</b> Add lines 11a-11d . . . . .			14927.00				
<b>12</b>	<b>Total revenue.</b> See instructions. . . . .			143559.00				

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

Check if Schedule O contains a response to any question in this Part IX

**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to governments and organizations in the United States. See Part IV, line 21				
<b>2</b> Grants and other assistance to individuals in the United States. See Part IV, line 22	4800.00	4800.00		
<b>3</b> Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16				
<b>4</b> Benefits paid to or for members				
<b>5</b> Compensation of current officers, directors, trustees, and key employees	4368.00	3844.00	349.00	175.00
<b>6</b> Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
<b>7</b> Other salaries and wages	62017.00	54575.00	4961.00	2481.00
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	2079.00	1830.00	166.00	83.00
<b>9</b> Other employee benefits	17170.00	15109.00	1374.00	687.00
<b>10</b> Payroll taxes	6907.00	6078.00	553.00	276.00
<b>11</b> Fees for services (non-employees):				
<b>a</b> Management				
<b>b</b> Legal				
<b>c</b> Accounting				
<b>d</b> Lobbying				
<b>e</b> Professional fundraising services. See Part IV, line 17	3269.00			3269.00
<b>f</b> Investment management fees				
<b>g</b> Other				
<b>12</b> Advertising and promotion				
<b>13</b> Office expenses	2538.00	2234.00	203.00	101.00
<b>14</b> Information technology	2680.00	2359.00	214.00	107.00
<b>15</b> Royalties				
<b>16</b> Occupancy	26150.00	23012.00	2092.00	1046.00
<b>17</b> Travel				
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials				
<b>19</b> Conferences, conventions, and meetings				
<b>20</b> Interest				
<b>21</b> Payments to affiliates	12383.00	10897.00	991.00	495.00
<b>22</b> Depreciation, depletion, and amortization				
<b>23</b> Insurance				
<b>24</b> Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
<b>a</b> Misc	9658.00	8499.00	773.00	386.00
<b>b</b> .....				
<b>c</b> .....				
<b>d</b> .....				
<b>e</b> All other expenses				
<b>25</b> <b>Total functional expenses.</b> Add lines 1 through 24e	154019.00	133237.00	11676.00	9106.00
<b>26</b> <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Audit Report  
Financial Statements  
The Salvation Army  
Carey House Laconia, NH  
For The Year Ended  
September 30, 2012

The Salvation Army  
Carey House Laconia, NH Corps Community Center  
Schedule of Income  
For The Year Ended  
September 30, 2012

SCHEDULE A.

INCOME

Contributions

Unrestricted Donations	\$8,571
Restricted Donations	6,300
Seasonal Appeals	3,660
Collections	0
Associated Organizations	0
Thrift Store Appropriation	0
United Way Allocation	28,000
Public Funds	<u>57,782</u>

Total Public Support

\$104,313

Other Revenue

Program Service Fees	24,319
War Cry Sales	0
Other Sales	0
Investment Income	
Unrestricted	0
Restricted	0
Miscellaneous	14,927

Total Other Revenue

39,246

Total Public Support and Revenue

\$143,559

The Salvation Army  
 Carey House Laconia, NH Corps Community Center  
 Schedule of Expenditures  
 For The Year Ended  
 September 30, 2012

SCHEDULE B.

EXPENDITURES

Salaries and Related Expenses

Staff Compensation	\$66,385	
Fringe Benefits	19,249	
Payroll Taxes	6,907	
Total Salaries and Related Expenses		\$92,541

Supplies, Program and Services

Professional Fees	3,269
Education, Recreation, Craft Supp.	0
Food Purchased	33
Uniforms	0
Office Supplies	2,422
Telephone	2,680
Postage, Shipping	83
Rent	0
Utilities	15,693
Property Upkeep & Repairs	8,502
Janitorial Supplies	1,955
Furnishings & Equipment	9,658
Printed Materials	0
War Cry Costs	0
Other Transportation & Meals	0
Vehicle Operating Costs	0
Vehicle Insurance	0
Vehicle Replacement	0
Special Meetings	0
Conferences	0
Financial Assistance Regular	3,300
Financial Assistance Seasonal/Disaster	1,500
Organization Membership Costs	0
Educational Grants	0
Miscellaneous	0

Total Supplies, Program and Services		49,095
Support Payments to Supervisory Headquarters		12,383
Total Expenses		\$154,019

The Salvation Army  
 Carey House Laconia, NH Corps Community Center  
 Statement of Support, Revenue and Expense  
 And Change in Fund Balance  
 Corps Operating Account  
 For The Year Ended  
 September 30, 2012

EXHIBIT A.

INCOME

Public Support and Revenue

Public Support Received Directly  
 Contributions

\$18,531

Total Received Directly

\$18,531

Public Support Received Indirectly

Public Funds  
 United Way Allocation

57,782

28,000

Total Received Indirectly

85,782

Other Revenue

Program Service Fees  
 Sales to Public  
 Investment Income  
 Miscellaneous

24,319

0

0

14,927

Total Other Revenue

39,246

Total Public Support and Revenue

143,559

EXPENSE

Program and Supporting Services

Salaries and Related Expenses  
 Other Operating Expenses  
 Support Payment to  
 Supervisory Headquarters

92,541

49,095

12,383

Total Expenses

154,019

(Expenses in Excess of Public Support and Revenue)

-10,460

Fund Balance - Beginning of Year

13,230

Fund Balance - End of Year

\$2,770

The Salvation Army  
 Carey House Laconia, NH Corps Community Center  
 Combined Balance Sheet  
 For The Year Ended  
 September 30, 2012

EXHIBIT B.
------------

ASSETS

Current Assets

Cash in Bank-Operating Account	\$15,051	
Custodian Account		
Petty Cash	0	
Accounts Receivable	<u>                    </u>	
Total Current Assets		<u><u>\$15,051</u></u>

LIABILITIES AND FUND BALANCES

Liabilities

Accounts Payable	\$12,281	
------------------	----------	--

Fund Balances

Operating Account	2,770	
-------------------	-------	--

**Custodian Fund**

Band	0.00	
Board Designated Interest		
Older Ministries	0.00	
Adventure Corps/Scouts	0.00	
Boys Club		
Girl Guards	0.00	
Lord's Dollar	0.00	
Memorials		
Men's Fellowship	0.00	
Sunbeams	0.00	
Torchbearers/Teens	0.00	
Women's Ministries	0.00	
Future Officer's Fellowship		
Youth Group		

<b>Total Custodian Fund</b>	<u>0</u>	
<b>Total Fund Balances</b>		<u><u>2,770</u></u>
<b>Total Liabilities &amp; Fund Balances</b>		<u><u>\$15,051</u></u>



The Salvation Army  
Carey House Laconia, NH Corps Community Center  
Notes to Financial Statements  
September 30, 2012

EXHIBIT C.

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- A. The accompanying financial statements have been prepared on the accrual basis of accounting.
- B. This Corps Community Center is an operating segment of the Northern New England Division of The Salvation Army, and as such does not record fixed assets or acquisitions on the balance sheet. The accounting and recording of same is part of the Corporate Headquarters in New York.

Note 2. FUNDED DEPRECIATION

Vehicles are depreciated over a four year period, with payments of same made to the Divisional Headquarters and held in reserve until replacement. The vehicle replacement account represents this depreciation only.

Note 3. INVESTMENT INCOME

The restricted and unrestricted investment revenues reflected in Exhibit B of the Financial Statements are derived from trust funds willed to The Salvation Army. The restricted revenues are disbursed according to the provisions of the trust instrument and are controlled by Territorial Headquarters in New York. The unrestricted revenues are also controlled by the Territorial Headquarters and are disbursed according to the need of certain programs sponsored by The Salvation Army.

**EXHIBIT "A"**

**The Salvation Army**

Carey House Laconia, NH Corps Community Center

**Form 990**

**Return of Organization Exempt from Tax Form**

"The Salvation Army in the United States is composed of a National Headquarters, four Territories, each separately incorporated, and multiple local units within each Territory. As a church, The Salvation Army is not required by the IRS to file the Form 990. However, to qualify to receive funding from certain sources, some local units provide information to funding agencies by completing a Form 990 pro forma. Preparing such a pro forma does not constitute a voluntary filing for Form 990. As such, providing the pro forma does not waive The Salvation Army's exemption from the requirement to file the Form 990 return. Therefore, for example, the pro forma return provided to the Combined Federal Campaign contains the following statement on the first page:

**DISCLAIMER**

The Salvation Army is not required to file IRS Form 990. Therefore, this form is submitted under protest, in compliance with the ruling of CFC opinion 88-1 which states:

"Organizations that are not required to file IRS Form 990 with the IRS must nonetheless submit a completed copy of that form with their application for national or local eligibility."

Since the pro form Form 990 return is provided in the situations and for the purposes described above by local units of The Salvation Army, it is an abbreviated version designed to provide relevant information about the local unit's operations and use of resources. Therefore, only certain applicable parts of the core form that identify the local unit have been completed. Finally, depending on the context, certain parts of the core form containing information relating to either the territory, the local unit, or in some cases, a combination of both."

**As Stated in Accounting Minute 15N  
Guidelines for Local Preparation of IRS Form 990  
Approved by Territorial Finance Council August 18, 2011**

THE SALVATION ARMY  
a New York Corporation

Executive Address: 440 West Nyack Road  
West Nyack, New York 10994-0635

Listing of Corporate Trustees and Officers

<u>NAME</u>	<u>TITLE</u>	<u>HOME ADDRESS</u>
William A. Roberts	Chairman of the Board, Trustee	[REDACTED]
Barry C. Swanson	President, Trustee	[REDACTED]
William R. Carlson	Vice President, Trustee	[REDACTED]
James W. Reynolds	Treasurer, Trustee	[REDACTED]
Glenn C. Bloomfield	First Assistant Treasurer, Trustee	[REDACTED]
Thomas O. Henson	Second Assistant Treasurer	[REDACTED]
Thomas A. Schenk	Secretary, Trustee	[REDACTED]
Richard D. Allen	Assistant Secretary - Legal	[REDACTED]
Jorge E. Diaz	Assistant Secretary - Property	[REDACTED]
Bernard W. Meitrott	Assistant Secretary - Finance	[REDACTED]
Mark W. Tillsley	Trustee	[REDACTED]
Kenneth W. Maynor	Trustee	[REDACTED]
Barbara A. Hunter	Trustee	[REDACTED]

As of 1 February 2013  
(EXADPL)

## Advisory Board Roster

Laconia, New Hampshire

Mr. Russell Beane

Honorable Willard Martin III

Mrs. Kathy Calvin

Mrs. Nancy Morrill

Mrs. Sally Carver

Mrs. Joanne Pearce-Mitchell

Retired

Mr. Mark Dadian

Mr. Mike Persson

Mr. Rene Gilbert

Mrs. Alison Whynot

Meredith Village Savings Bank  
Advisory Board Chair

Potential Members:

Susan Borden-Lunt

Jim McDonald

Jeff Beane

# Amanda Lewis

AMERICAN  
SOCIETY  
OF  
MUSIC

## Work Experience

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### The Salvation Army (May 2008-November 2009)

Thrift Store Manager

- Prepared Daily bookkeeping sheets
- Daily Bank Deposits
- Oversaw all employees
- Oversaw all volunteers
- Tracking of Court Ordered Community Service hours
- Accepting all donations and administering tax receipts
- Scheduling donation pick-up routes
- All trouble shooting

### The Salvation Army (November 2009-September 2012)

Office Manager

- Responsible for weekly financial packet
- Bank Deposits
- Client intake (Emergency Financial Assistance, Food Pantry, Vouchers)
- Overseeing volunteers
- Overseeing Kitchen Staff
- Overseeing WEP interns
- Assisting Youth Minister with Children's programs
- Transporting kids to and from Camp Sebago
- Transportation of Clients
- Payroll
- All trouble shooting

### The Salvation Army Army (September 2012-present)

Shelter Director

- Oversee entire house
- Enforce all house rules
- Grant Writing
- Financial reporting
- Budgeting
- Case Management
- Conflict resolution
- Management of staff and volunteers
- Attend all required meetings and seminars

## Education

---

- Plymouth State University- Plymouth, NH (BA Communications, Minor Business Administration)
  - September 2000-May 2004
- Moultonborough Academy- Moultonborough, NH (HS Diploma)

## Skills

---

- Microsoft Word/Excel
- Excellent Written and Verbal Communication
- Problem Solving

- Time Management
- Professionalism

### **Extra-Curricular Activities**

---

- Director of "First Fruits Food Pantry" at 2<sup>nd</sup> Baptist Church of Sanbornton, NH
- Child Care provider at 2<sup>nd</sup> Baptist Church of Sanbornton, NH
- Assist with Vacation Bible School at 2<sup>nd</sup> Baptist Church of Sanbornton, NH and The Salvation Army
- Moultonborough Central School PTA member
- Room Mother/Chaperone for Son's class

# DEBORAH H. BOBOLIA

et

Impressio 00240

## HIGHLIGHTS OF QUALIFICATIONS

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- Experienced in Social Services and Office Support
- Dedicated Elder Care Professional
- Equally effective working independently or in team-oriented positions.
- Able to motivate others through a patient/caring but firm/focused approach to goal achievement.
- Excellent communication skills developed through responding to difficult situations and people in crisis.
- Bachelor of Science Degree in Human Services, Special Education Assistant Certificate, HIPPA, MANDT-De-escalation skills, and Social Role Valorization Training and Bus Driver's Certificate.

## CAREER SUMMARY

---

- 2009            *Comfort Keepers-In Home Personal Elder Care*  
*Personal Care Assistant-Part Time*  
In home care, companionship, light housekeeping, cooking, and errand assistance.
- 1998 to 2008    *MR. FIREPLACE, Service Center*  
*Service Coordinator-Full and Part Time*  
Scheduling for Five Crews for a six-day week, data entry, and problem solving.
- 2003 to 2006    *OPEN ARMS OUTREACH*  
*Case Manager/Intake Assessor/Group Facilitator*  
The case manager in three housing complexes for previously homeless families. Assessed each program applicant. Assisted residents with developing short and long-term life goals, created daily living plans, organized and prioritized their life and supported their efforts to become fully functioning members of the community. Initiated and managed a children's group and a women's group. Conducted regularly scheduled home visits in a multi-town area. Worked with business leaders and clients to help clients obtain employment.
- 1984 to 1998    *LACONIA SCHOOL DISTRICT, Laconia, NH*  
*Teacher Assistant - J. Oliva Huot Vocational Center --*  
Assisted students in the Learning Center and in Health Occupations classes with course assignments and classroom activities. Conducted vocational assessments and prepared written reports of special needs students. Organized daily activities for 3 and 4-year-old children in school's day care. Worked with special needs students.
- Special Education Teacher Assistant -- 1988 to 1994*  
Worked with special needs students ages 14 to 20, both group and individual settings, reinforcing classroom lessons.
- Tutor -- 1987 to 1988*  
Provided individualized instruction for special needs students within the school as well as in home settings.
- Substitute Teacher -- 1984 to 1987*
- SEASONAL        Served as Counselor and Assistant Director of summer camp programs for ages 6 to  
Served as a Dorm Supervisor at the DWI-Multiple Offender Program (Spring/Summer)

**EDUCATIONAL BACKGROUND**

- 2002 to 2004      SPRINGFIELD COLLEGE, Manchester, NH Campus  
Bachelor of Science in Human Services Degree Program. Graduated with high honors.
  
- 1999 to 2002      NEW HAMPSHIRE TECHNICAL INSTITUTE, Concord, NH  
Associates Degree in Human Services with concentration in drug and alcohol counseling.  
Graduated with high honors.
  
- 1987 to 1990      NOTRE DAME COLLEGE, Manchester, NH  
Special Education Teaching Assistant Certificate. Studies completed include: Teaching the Emotionally Disturbed Child, Laws that Govern Special Ed in NH, Teaching Reading I and II (elementary education) and Early Education Language Arts.
  
- CHANDLER JUNIOR COLLEGE, Boston, MA  
Associates Degree in General Studies
  
- Frequently attend professional development in-service training seminars*

**INTERNSHIPS**

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- 2001                BOSCAWEN ACADEMY PROGRAM  
Intern Alcohol and Drug Counselor / Case Manager  
Led educational groups, completed assessment reports, conducted intake interviews, and made recommendations for treatment.
  
- 2000                WINNISQUAM SCHOOL DISTRICT  
Interned with Family School Coordinator (Grades K-12)  
Made home visits creating a trusting environment, which allowed for more accurate assessments for appropriate referrals to other local human service agencies. Identified student and family needs. Attended human service networking and training meetings as well as IEP meetings. Collaborated with parents of young children to develop parenting skills and beneficial playtime activities.

**COMMUNITY SERVICE**

---

- 2000 to Present    UPSTREAM  
Member of this coalition of local agencies, businesses, organizations and individuals whose programs and philosophy promote primary prevention. Organization provides impetus for the community to gather their resources, work together and create collaborative programs that support the health and well-being of children and families within the Lakes Region.
  
- 2008                TAYLOR COMMUNITY  
Volunteer supporting activities in the Medical Facility with residents challenged by varying degrees of dementia and Alzheimers Disease
  
- 2009                CAREY HOUSE HOMELESS SHELTER  
Volunteer by creating and teaching a cooking and dinning class on Tuesday nights



LINDA BOND  
GENERAL

JAMES LABOSSIÈRE  
PATRICIA LABOSSIÈRE  
DIVISIONAL COMMANDERS



BARRY C SWANSON  
TERRITORIAL COMMANDER

STEPHEN WARREN  
SALLY WARREN  
CORPS OFFICERS

# THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

**HEART TO GOD; HAND TO MAN**

PO BOX 326

177 UNION AVENUE

LACONIA, NH 03246

TELEPHONE (603)524-1834

FAX (603) 524-8164

[www.use.salvationarmy.org/laconia](http://www.use.salvationarmy.org/laconia)

May 31, 2013

## Key Administrative Personnel

Captains Stephen and Sally Warren have been appointed as the Corps Commanding Officers of the Laconia, NH Salvation Army in July 2010. In their role as Commanding Officers, they are responsible for all aspects of Salvation Army mission and service.

Captains Warren have been Salvation Army officers for seven years in New Hampshire. The Warrens have live in New Hampshire for many years even prior to becoming Salvation Army officers. Both, Stephen and Sally Warren graduated with honors from The Salvation Army College for Officers in Suffern, New York and were ordained and commissioned to lifelong service in The Salvation Army.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Captain Stephen Warren	Corps Officer	\$36,009.96	0	0

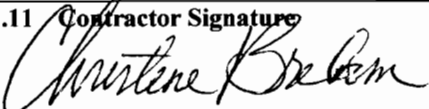
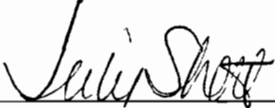
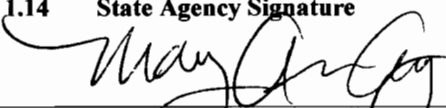
Subject: State Grant-In-Aid Funds Program

**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> The Samaritans		<b>1.4 Contractor Address</b> 103 Roxbury Street #203 Keene, NH 03431	
<b>1.5 Contractor Phone Number</b> (603) 357-5510	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 129,920.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Christine Brehm, EA	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Cheshire</u> On <u>4/24/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Julie J. Short</u> <b>JULIE J. SHORT</b> JUSTICE OF THE PEACE, NEW HAMPSHIRE COMMISSION EXPIRES JANUARY 11, 2017			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> <u>Mary Ann Cooney</u> 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: <u>James P. Henrich</u> <u>James P. Henrich, Attorney</u> On: <u>2 Jul. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: CB  
Date: 6/24/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 100% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced to 6-9 months.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services in accordance with the description(s) cited below:

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

Service location:

Keene: 65 Sullivan Street

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**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant In Aid Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

**NH General Funds:**

SFY14 not to exceed \$64,960.00  
SFY15 not to exceed \$64,960.00

**Federal Funds:** Not Applicable

**1. PROGRESS REPORTS:**

Semi-annual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

**2. PROJECT COSTS; PAYMENT OF PROJECT COSTS; REVIEW BY THE STATE**

- 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.
- 2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.
- 2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.
- 2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

No more than 10% of funds in each budget line can be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

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**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	N/A	N/A
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness		
<b>Essential Services</b>	<b>\$129,920.00</b>	<b>\$129,920.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits		
<b>Operations</b>	N/A	N/A
Shelter operational costs such as rent, utilities, insurance, supplies and taxes		
<b>TOTALS</b>	<b>\$129,920.00</b>	<b>\$129,920.00</b>
<b>TOTAL GIA+Match</b>	<b>\$259,840.00</b>	



Exhibit C

Special Provisions

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

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Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

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Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

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Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

CB  
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Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

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6/11/13



Exhibit C

20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.

Contractor Initials CB  
Date 6/11/13



**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

2. Retroactive Payments – Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of this Agreement.

3. Audit Requirement

The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government: If the federal funds received under this or any other Agreement from any and all sources exceeds \$25,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-128, Single Audits of State and Local Governments.

4. Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Homeless and Housing Services, with funds provided in part or in whole by HUD."

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6/1/13



**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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Date: 6/11/13

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

65 Sullivan Street, Keene, NH (shelter site)

Check  if there are workplaces on file that are not identified here.

Samaritans Inc  
(Contractor Name)

From: 9/1/13 To: 6/30/15  
(Period Covered by this Certification)

Christine Brehm, Executive Director  
(Name & Title of Authorized Contractor Representative)

Christine Brehm  
(Contractor Representative Signature)

6/1/13  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Christine Brehm  
(Contractor Representative Signature)

Christine Brehm, Executive Dir.  
(Authorized Contractor Representative Name & Title)

Samaritans, Inc  
(Contractor Name)

6/1/13  
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: CB

Date: 6/1/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 (Contractor Representative Signature)	Christine Brehm, ED (Authorized Contractor Representative Name & Title)
The Samantans, Inc (Contractor Name)	6/5/13 (Date)

Contractor Initials: CB  
 Date: 6/1/13

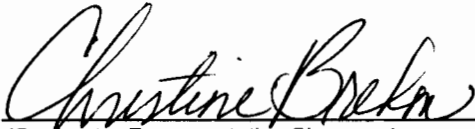
NH Department of Health and Human Services

STANDARD EXHIBIT G

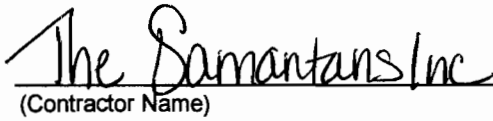
**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
(Contractor Representative Signature)

  
(Authorized Contractor Representative Name & Title)

  
(Contractor Name)

  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

*Christine Brehm*  
\_\_\_\_\_  
(Contractor Representative Signature)

*Christine Brehm, ES*  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

*The Samantang Inc*  
\_\_\_\_\_  
(Contractor Name)

*6/5/13*  
\_\_\_\_\_  
(Date)

Contractor Initials: *CB*  
Date: *6/5/13*



## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: CB  
Date: 10/13

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Dept - of Health & Human Services      The Samaritans Inc  
The State Agency Name      Name of the Contractor

Mary Ann Cooney      Christine Brehm  
Signature of Authorized Representative      Signature of Authorized Representative

Mary Ann Cooney      Christine Brehm  
Name of Authorized Representative      Name of Authorized Representative

Associate Commissioner      Executive Director  
Title of Authorized Representative      Title of Authorized Representative

7/10/13      6/5/13  
Date      Date

Contractor Initials: (CB)  
Date: 6/5/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

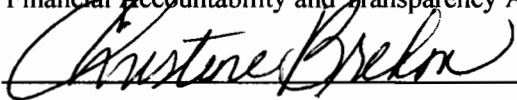
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

      Christine Brehm, Ed

(Contractor Representative Signature)      (Authorized Contractor Representative Name & Title)

The Samantans, Inc      6/5/13

(Contractor Name)      (Date)

Contractor initials:   
 Date: 6/5/13  
 Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

— 198 861 106

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: \_\_\_\_\_

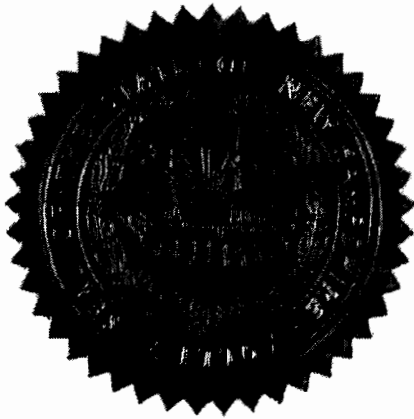
Contractor initials: JB  
Date: 05/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE SAMARITANS, INC. is a New Hampshire nonprofit corporation formed January 7, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Jennifer Begley, do hereby certify that:  
(Name of Clerk of the Corporation, cannot be contract signatory)

1. I am a duly elected Clerk of Samaritans Board of Directors  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/28/13:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, NIT, for the provision of transitional housing services/emergency shelter services.

**RESOLVED:** That the Christine Brehm  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6 day of 24, 2013.  
(Date Contract Signed)

4. Christine Brehm is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Jennifer Begley  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2013.

By Jennifer Begley  
(Name of Clerk of the Corporation)

Sarah Tatro  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

SARAH TATRO  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
April 18, 2017

Commission Expires: April 18, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		<b>CONTACT NAME:</b> Jane D. Hill <b>PHONE (A/C,N o, Ext):</b> 603-352-2121 <b>FAX (A/C,N o):</b> 603-357-8491 <b>E-MAIL ADDRESS:</b> csr24@clark-mortenson.com	
<b>INSURED</b> The Samaritans 103 Roxbury St. Suite 203 Keene NH 03431		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Tudor Insurance Company INSURER B : Guard Insurance Group INSURER C : United States Liability Insurance G INSURER D : INSURER E : INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 38419712

REVISION NUMBER:

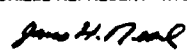
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			NPP1350843	3/15/2013	3/15/2014	EACH OCCURRENCE	\$1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	
							MED EXP (Any one person)	\$5,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$1,000,000	
							PRODUCTS - COMP/OP AGG	\$0	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
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	SAWC358771	7/26/2012	7/26/2013	X	WC STATUTORY LIMITS	OTH-ER
			N/A				E.L. EACH ACCIDENT	\$100,000	
							E.L. DISEASE - EA EMPLOYEE	\$100,000	
							E.L. DISEASE - POLICY LIMIT	\$500,000	
C	Directors & Officers			NDO2550850	3/15/2013	3/15/2014	1,000,000	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as Additional Insured  
 Workers Comp Insurance: Part 3A applies to Workers Compensation Law of the State of NH  
 Excluded Officer: Christine Brehm

**CERTIFICATE HOLDER****CANCELLATION**

NH Dept of Health & Human Services Attn: Walter Faasen 129 Pleasant St 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 
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The Samaritans, Inc  
**Profit & Loss**  
January through December 2012

Jan - Dec 12

Ordinary Income/Expense

Income

Special Events Income

Special Events -Fundraising 10,823.70  
Total Special Events Income 10,823.70

Rev Released from Restrictions 4,000.00

Program Income

Program Service Fees-Rent MP 1,622.00  
Total Program Income 1,622.00

Indirect Public Support

Municipal Support 1,100.00  
Monadnock United Way 39,611.51  
Total Indirect Public Support 40,711.51

Government Grants

State Grants-MP 62,461.00  
Total Government Grants 62,461.00

Direct Public Support

Donations- Indv.Bus & Other-MP 320.00  
Legacies and Bequests 15,534.60  
Donations-Indv.Bus&Other Sams 2,656.52  
Direct Public Support - Other 200.00  
Total Direct Public Support 18,711.12

Interest 2.63

Total Income 138,331.96

Expense

Travel and Meetings

Mileage 111.00  
Total Travel and Meetings 111.00

Operations

Telephone 3,986.92  
Printing 75.00  
Postage 64.20  
Volunteer Materials 718.07  
Office Supplies 1,908.05  
Volunteer-Food-Support 3,143.99  
Internet/Website 252.51  
Printing and Copying 60.00  
Total Operations 10,208.74

The Samaritans, Inc  
**Profit & Loss**  
January through December 2012

Jan - Dec 12

<b>Facilities and Equipment</b>	
Office Equipment & Rental	1,626.73
Rent-Sams	10,800.00
Rent-MP	12,000.00
Utilities-MP	4,127.84
Facilities and Equipment - Other	<u>103.79</u>
<b>Total Facilities and Equipment</b>	<b>28,658.36</b>
Accounting Fees	<u>655.00</u>
<b>Total Contract Services</b>	<b>655.00</b>
Direct Client Support	-600.00
Reconciliation Discrepancies	-0.53
<b>Payroll Expenses</b>	
Staff	52,922.70
MP-Staff	45,400.00
PR Taxes	<u>8,612.00</u>
<b>Total Payroll Expenses</b>	<b>98,322.70</b>
<b>Other Expenses</b>	
Volunteer Services-SM	200.00
Fundraising Expense	1,939.49
Advertising	190.00
Staff Development	75.00
Insurance - Liability, D and O	<u>1,940.75</u>
<b>Total Other Expenses</b>	<b><u>4,345.24</u></b>
<b>Total Expense</b>	<b><u>141,700.51</u></b>
<b>Net Ordinary Income</b>	<b><u>-3,368.55</u></b>
<b>Net Income</b>	<b><u><u>-3,368.55</u></u></b>

**The Samaritans, Inc**  
**Balance Sheet**  
**As of December 31, 2012**

Dec 31, 12

**ASSETS**

**Current Assets**

**Checking/Savings**

**SBW Checking** 442.42

**SBW Savings** 135.40

**Petty Cash** 200.00

**Total Checking/Savings** 777.82

**Total Current Assets** 777.82

**TOTAL ASSETS** 777.82

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

**Short-term Notes - Credit Line** 1,925.00

**Payroll Liabilities** 1,457.00

**Total Other Current Liabilities** 3,382.00

**Total Current Liabilities** 3,382.00

**Total Liabilities** 3,382.00

**Equity**

**Unrestricted Net Assets** -16,808.25

**Opening Balance Equity** 15,543.35

**Net Income** -3,368.55

**Total Equity** -4,633.45

**TOTAL LIABILITIES & EQUITY** -1,251.45

## PROFESSIONAL EXPERIENCE

### **E&J Gallo Winery • Modesto, CA 95350 • November 2012- Present**

E&J Gallo Winery is the world's largest family owned winery and largest exporter of California wines. Focusing on innovation, strong family traditions and values of strong work ethic, a drive for perfection and focus on quality; gives this winery an edge above its strongest competitors.

### **Sales Representative for New Hampshire Sales Team • Swanzey, NH 03446**

- Presenting Gallo wine brands to off premise accounts to increase overall wine and spirit business
- Collaborating with managers from off premise alcohol accounts with the goal of increasing overall wine and spirit business
- Solely managing a large territory with 80+ accounts while providing exceptional, individualized service
- Creatively use problem solving skills to aid in floor planner and shelf schematics
- Able to connect with buyers on an individualized level
- Excellent organization, time management and planning skills
- Able to work and collaborate with other sales representatives from competing companies
- High self motivation

### **Keene Day Care Center • Keene, NH 03431 • September 2012- November 2012**

Keene Day Care Center is a nonprofit day care center that promotes a caring and safe environment for children ages 6 weeks to 5 years while parents are at work. The center upholds an emphasis on a child centered care, where the program is tailored to the needs of each child.

#### **Infant Assistant, Utility Staff**

- Majority of responsibility, working in the infant classroom working with children ages 6 weeks to one year.
- Providing individualized care that meets the needs of the child
- Working closely with staff to collaborate and ensure a healthy environment
- Working closely with parents to create an individualized itinerary for their child's specific needs
- As utility staff, responsibilities include being prepared for quick changes in the center to meet staffing needs
- Showing extreme flexibility to work with a diverse population of children and staff with little to no notice

### **Brattleboro Retreat • Brattleboro, VT 05301 • May 2012- September 2012**

The Brattleboro Retreat is a non-profit mental health and substance abuse treatment center that provides diagnostic, therapeutic and rehabilitation services to clients through residential, inpatient or outpatient services with a focus on providing patient centered care.

#### **Mental Health Worker • Adult Intensive Inpatient Unit**

- Work with chronically mentally ill adults in an inpatient setting to provide mental health counseling services through support, empathy and understanding of each individuals needs
- Work closely with a team of mental health workers, nurses, social workers and doctors to provide the best level of care for patients

- Accurate and complete documentation
- De-escalation and nonviolent intervention techniques
- Maintain safety and security of environment for residents
- Ability to respond quickly to emergency situations while remaining calm
- Effective verbal and listening skills
- Ability to communicate with many diverse populations in precise and understandable terms
- Fluent in motivational interviewing techniques
- Quickly able to learn in classroom settings and on unit training
- High self-motivation and organization skills

**The Samaritans, Inc • Keene, NH 03431 • October 2010-Present**

The Samaritans, Inc is a nonprofit suicide prevention, intervention and postvention service agency.

**Suicide Crisis Prevention Worker**

- Volunteer suicide crisis interventionist, working with a diverse population of individuals with a broad spectrum of mental health and substance abuse issues. Interacting directly with individuals in a high crisis situation and implement de-escalation techniques.
- Training and supporting new volunteers on the suicide crisis hotline.
- Working as a "home leader," whose roles include providing support to volunteers on the hot line and assisting in contacting emergency services if needed for the caller.

**Mary's Place • Keene, NH 03431 • January 2012-Present**

Mary's Place is a transitional shelter and community service program for incarcerated women offenders and for women reentering the community post-incarceration.

**Case Manager-Intern**

- Provides case management and direct services to incarcerated women in the county correctional facility; recovery planning, transition service planning, advocacy, support & referrals as needed.
- Provides case management and direct services to ex-offenders in the community and in Mary's Place transitional housing program.
- Works directly with adult women with significant mental health and co-occurring substance abuse histories.
- Delivers trauma informed care to residents as directed.
- Collects data and ensures documentation and confidentiality requirements are complied with.

**Health Care & Rehabilitation Services • Brattleboro, VT 05301 • June 2012-August 2012**

Health Care and Rehabilitation Services works to meet the needs of individuals with various ailments including health issues, medical disabilities and rehabilitation needs.

**Community Outreach Specialist & Therapeutic Camp Counselor**

- Work with high risk youth from ages 9 to 13 in a therapeutic camp setting to shape youth behaviors into positive contributions through positive role modeling and camp activities.
- Implement preventive or non-violent crisis intervention and de-escalation skills with youth.
- Provided ancillary support services to at-risk youth in a community setting.



## EDUCATION

Keene State College • Keene, NH

- *Bachelor's Degree in Psychology*
- *Associates Degree in Chemical Dependency*

*References available upon request*

Phone: (

Email: c

## Professional Profile

- Solid background in nonprofit management
- Prudent fiscal administration practices
- Program development & implementation experience
- Exceptional supervisory skills
- NPO development and grants management history
- Consumer driven philosophy in service design and delivery
- Working knowledge of community based nonprofit organizations.
- Effective strategic planning and board development skills
- Innovative group facilitation techniques

## Professional Experience

**Executive Director** *The Samaritans, Inc*, Keene, NH 7/2009-Present

The Samaritans is a statewide suicide prevention, intervention and post-vention service agency.

\*Recruited by The Samaritans Board of Directors to evaluate and reorganize the agency.

Implemented a strategic organizational plan to increase revenue, expand services as well as recruit and retain 100+ volunteers. Provide extensive community outreach and education, direct services to survivors of suicide, as well as intervention to individuals contemplating death by suicide.

**Assistant Director** *Community Improvement Associates, Inc.* Keene, NH 12/2005-12/2010

Community Improvement Associates is a community based behavioral health center specializing in programs and services for criminal justice involved individuals and families. Engaged in grants and contract negotiation & management, supervision of staff and volunteers, program development and implementation. Developed community partnerships and cross systems collaborative. Extensive work with state department heads in VT & MA in an effort to leverage policy change and expansion of service delivery. Delivery of psycho-educational programming to consumers, providing case-management and life-skills groups

**Founder-Director** *Mary's Place*, Keene, NH 1/2005-Present

Mary's Place is a transitional shelter (6-24 months) for re-entering women offenders.

Designed and implemented as the State of NH's first transitional housing program for women offenders reentering the community post-incarceration.

**Independent Grant Writer** Westmoreland, NH 3/2001-3/2006

Researched funding opportunities for small to mid-size nonprofit organizations. Developed programs and proposals in collaboration with agency staff. Provided innovative funding solutions. Worked with municipal, state and federal funders as well as foundations and private donors.

**Business & Grants Manager** *MCVP*, Keene, NH 9/1998-3/2001

Women's Crisis Services is a sexual & domestic violence prevention and advocacy organization.

Primary responsibilities included fiscal and organizational management, grant research, proposal development and writing, contract reporting, data analysis, database management and client

Phone:

Email:

reporting. Other related responsibilities consisted of court advocacy for victims of domestic/sexual violence, support group facilitation, case-management and a myriad of collateral services.

### Professional Affiliations & Activities

- President-Board of Directors- Miracles in Motion
- Cheshire County Domestic Violence Council Member (CCDVC)
- Offender Reentry Support Team Member (OREST)
- NH Licensed Private Investigator
- Monadnock Region Child Advocacy Center-Advisory Board
- Consultant for innovations in nonprofit management
- Consultant for programs/services for reentering women offenders
- QPR certified

**As Samaritans our aim is to;**

- **provide confidential suicide prevention, intervention and postvention services to individuals, families and the community.**
- **deliver education and outreach programs that are designed to identify, inform, and increase awareness of bullying, isolation, loneliness and depression and the risk factors associated with these issues.**

# The Samaritans, Inc Board of Directors 2011-2013

## President

Jeff Bergeron (2009-2013)  
Bergeron Internet Consulting

10700  
10700  
com

## Members

Lisa Fitzgerald (2011-2014)  
Cowan Fitzgerald

2

## Vice-President

Jeff Rubin (2011-2014)

Kristen Noonan (2010-2013)  
Cowan Fitzgerald

## Treasurer

Heather Scheck (2010-2013)

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## Secretary

Jennifer Begley (2012-2015)

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## Volunteer Liaison

Janet Patnode

10700  
2013

Updated 12/31/2012

CONTRACTOR NAME *The Samantung*

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Christine Brehm	Shelter Director	38,700	87%	30,000
Danielle Maciag	Case Manager	16,500	100%	16,500

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> Veteran Homestead, Inc.		<b>1.4 Contractor Address</b> 69 High Street Fitchburg, MA 01420	
<b>1.5 Contractor Phone Number</b> 978-353-0234	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 19,766.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> <i>Leslie Lightfoot</i>		<b>1.12 Name and Title of Contractor Signatory</b> Leslie Lightfoot, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>MA</u> , County of <u>WORCESTER</u> On <u>5/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <i>Alfred Mercik</i>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> ALFRED A. MERCIK Notary Public Commonwealth of Massachusetts My Commission Expires December 5, 2019			
<b>1.14 State Agency Signature</b> <i>Mary Ann Cooney</i>		<b>1.15 Name and Title of State Agency Signatory</b> <i>Mary Ann Cooney</i> 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: <i>James H. Hemenway</i> James H. Hemenway, Attorney General On: <i>21 Jun. 2013</i>			
<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: ll  
Date: 5/24/2013



**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: *ll*  
Date: *5/24/2013*

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 100% of all clients contacted will receive benefits counseling, health screening and referrals to shelters or transitional housing programs.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services in accordance with the description(s) cited below:

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.



Exhibit A

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Contractor to reach out to homeless veterans who are residing in shelters or in other locations. This will be accomplished with mobile units that are equipped to provide services necessary to their needs. Veteran Homestead's mobile units seek out the homeless and provide services, outreach and referrals without the constraints of a fixed location. The mobile unit is used in Massachusetts and New Hampshire as the contractor has facilities in both states, including Veteran Victory Farm in Fitzwilliam, New Hampshire.



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant In Aid Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

**NH General Funds:**

SFY14 not to exceed \$9,883.00

SFY15 not to exceed \$9,883.00

**Federal Funds:** Not Applicable

**1. PROGRESS REPORTS:**

Semi-annual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

**2. PROJECT COSTS; PAYMENT OF PROJECT COSTS; REVIEW BY THE STATE**

2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

No more than 10% of funds in each budget line can be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



Exhibit B

**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Prevention/Intervention</b>	<b>N/A</b>	<b>N/A</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>N/A</b>	<b>N/A</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$19,766.00</b>	<b>\$19,766.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
Donated Goods	0	
Volunteers @ \$10/hr.	0	
<b>TOTALS</b>	<b>\$19,766.00</b>	<b>\$19,766.00</b>
<b>TOTAL GIA+Match</b>	<b>\$39,532.00</b>	



Exhibit C

Special Provisions

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Add the following to Paragraph 5:

5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.

5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).

3. Add the following to Paragraph 6.1:

6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;

6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;

6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;

6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:

6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
  - 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
  - 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
  - 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
  - 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.





Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The



Exhibit C

- Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.
8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
    - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
    - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
    - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
    - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
    - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  9. Add the following to Paragraph 14:
    - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
  10. Add the following to Paragraph 20:
    - 20.1. DEVELOPMENT
      - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
      - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
    - 20.2. OPERATION
      - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
      - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
      - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
      - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and



Exhibit C

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20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.



**ADDITIONAL SPECIAL PROVISIONS**

**1. Retroactive Payments – Individual Services**

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

**2. Retroactive Payments – Contractor Services**

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of this Agreement.

**3. Audit Requirement**

The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government: If the federal funds received under this or any other Agreement from any and all sources exceeds \$25,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-128, Single Audits of State and Local Governments.

**4. Credits**

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Homeless and Housing Services, with funds provided in part or in whole by HUD."

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: ll  
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- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Veteran Homestead Inc From: 7/1/13 To: 6/30/15

(Contractor Name) (Period Covered by this Certification)

Leslie Lightfoot, Executive Director

(Name & Title of Authorized Contractor Representative)

*Leslie Lightfoot*

(Contractor Representative Signature)

5/24/2013

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Leslie Lightfoot*  
(Contractor Representative Signature)

Leslie Lightfoot, Executive Director  
(Authorized Contractor Representative Name & Title)

Veteran Homestead Inc.  
(Contractor Name)

5/24/2013  
(Date)



**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: ll

Date: 5/24/2013

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Leslie Lightfoot  
(Contractor Representative Signature)

Leslie Lightfoot, Executive Director  
(Authorized Contractor Representative Name & Title)

Veteran Homestead Inc.  
(Contractor Name)

5/24/2013  
(Date)

Contractor Initials: ll  
Date: 5/24/2013

NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
(Contractor Representative Signature)

Leslie Lightfoot, Executive Director  
(Authorized Contractor Representative Name & Title)

Veteran Homestead Inc.  
(Contractor Name)

5/24/2013  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
(Contractor Representative Signature)

Leslie Lightfoot, Executive Director  
(Authorized Contractor Representative Name & Title)

Veteran Homestead Inc.  
(Contractor Name)

5/24/2013  
(Date)

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHH S  
The State Agency Name

Veteran Homestead Inc.  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Leslie Lightfoot  
Signature of Authorized Representative

Mary Ann Cooney  
Name of Authorized Representative

Leslie Lightfoot  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

6/25/13  
Date

5/24/2013  
Date



NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

*Leslie Lightfoot*

Leslie Lightfoot, Executive Director

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Veteran Homestead Inc.

*5/24/2013*

(Contractor Name)

(Date)

Contractor initials: *ll*  
Date: *5/24/2013*  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 007393952

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?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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:

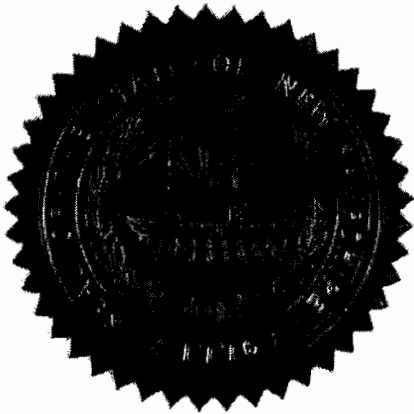
Name: Amount:
Name: Amount:
Name: Amount:
Name: Amount:
Name: Amount:

Contractor initials: ll
Date: 5/24/2013
Page # of Page #

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Veteran Homestead, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on April 10, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

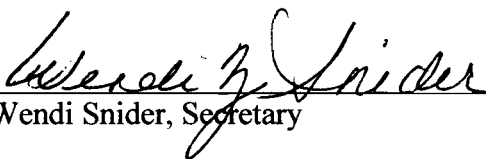


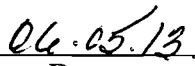
# VETERAN HOMESTEAD

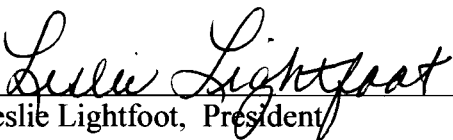
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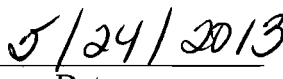
## Certificate of Vote Veteran Homestead Inc.

The Board of Directors of the Veteran Homestead Inc. has unanimously voted to accept the rules and provisions stated in the Contract agreement issued by the New Hampshire Department of Health and Human Services for the State Grant-In-Aid Funds Program associated with Account Number 05- 95-42-423010-7928. This authorization will continue through the completion date of June 30, 2015.

  
\_\_\_\_\_  
Wendi Snider, Secretary

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Leslie Lightfoot, President

  
\_\_\_\_\_  
Date



VETEHOS-01

TOSH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Protector Group Ins. Agency 100 Front Street, Suite 800 Worcester, MA 01608-1435	(508) 852-8500	CONTACT NAME: Sherri Tower	
		PHONE (A/C, No, Ext): (508) 595-7981	FAX (A/C, No):
		E-MAIL ADDRESS: slt@protectorgroup.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Veteran Homestead Inc 69 High Street Fitchburg, MA 01420		INSURER A : Great Am. Assurance Company	
		INSURER B : Great American Ins.	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			PAC5671247-10	10/31/2012	10/31/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			CAP387920901	10/31/2012	10/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB000668503	10/31/2012	10/31/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y / N	N / A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of coverage for 85 Pierce Road, Fitzwilliam, NH, 03447.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
NH Dept. of Health & Human Services 129 Pleasant St. 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 

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ACORD 25 (2010/05)

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**AUDITED CONSOLIDATED FINANCIAL STATEMENTS**

**VETERAN HOMESTEAD, INC. AND AFFILIATE**

*Fitchburg, Massachusetts*

**June 30, 2012**

***Boisselle, Morton & Associates, LLP***  
*Certified Public Accountants*

BOISSELLE, MORTON & ASSOCIATES, LLP  
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors  
**Veteran Homestead, Inc. and Affiliate**  
Fitchburg, Massachusetts

**Independent Auditors' Report**

We have audited the accompanying consolidated statement of financial position of Veteran Homestead, Inc. and Affiliate (a nonprofit organization) as of June 30, 2012, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Veteran Homestead, Inc. and Affiliate as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 6, 2012, on our consideration of Veteran Homestead, Inc. and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

To the Board of Directors  
**Veteran Homestead, Inc. and Affiliate**  
Page 2

Our audit was conducted for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic consolidated financial statements taken as a whole.

*Boisselle, Morton & Associates, LLP*

Hadley, Massachusetts  
November 6, 2012



**VETERAN HOMESTEAD, INC. AND AFFILIATE**

## Consolidated Statement of Financial Position

June 30, 2012

Assets

Current Assets	
Cash	\$ 184,264
Accounts receivable	54,930
Prepaid expense	<u>2,850</u>
Total Current Assets	<u>242,044</u>
Property and Equipment	
Land, building, equipment and furnishings	12,835,849
Mobile van unit	<u>228,497</u>
	13,064,346
Less accumulated depreciation	<u>(1,684,500)</u>
Total Property and Equipment	<u>11,379,846</u>
Other Assets	
Loan origination fees, net of accumulated amortization of \$3,412	<u>22,115</u>
Total Assets	<u>\$ 11,644,005</u>

Liabilities and Net Assets

Current Liabilities	
Accounts payable and accrued expenses	\$ 74,557
Current portion of long-term debt	<u>13,933</u>
Total Current Liabilities	88,490
Construction loan	650,754
Deferred payment loans	<u>821,833</u>
Total Liabilities	<u>1,561,077</u>
Unrestricted Net Assets	<u>10,082,928</u>
Total Liabilities and Net Assets	<u>\$ 11,644,005</u>

The accompanying notes are an integral part of these financial statements.

**VETERAN HOMESTEAD, INC. AND AFFILIATE**

**Consolidated Statement of Activities**

**Year ended June 30, 2012**

<b>Revenue and Other Support</b>	
Contributions	\$ 182,981
VA Homeless Providers Grant and Per Diem Program	593,686
MA Department of Veterans Services	334,538
State of New Hampshire grant	9,883
City of Leominster grant	4,500
Other grants	385,000
Rents	110,994
Interest income	191
Total Revenue and Other Support	<u>1,621,773</u>
<b>Expenses</b>	
Program	1,437,038
Administrative	94,560
Fundraising	99,611
Total Expenses	<u>1,631,209</u>
Decrease in Net Assets	(9,436)
Net Assets - Beginning of Year	<u>10,092,364</u>
Net Assets - End of Year	<u>\$ 10,082,928</u>

The accompanying notes are an integral part of these financial statements.

**VETERAN HOMESTEAD, INC. AND AFFILIATE**

## Consolidated Statement of Functional Expenses

Year ended June 30, 2012

	<u>Program</u>	<u>Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Payroll	\$ 610,964	\$ 35,703	\$ 63,737	\$ 710,404
Payroll taxes	51,585	2,613	4,992	59,190
Fringe benefits	70,597	15,072	15,868	101,537
Total Employee Compensation	<u>733,146</u>	<u>53,388</u>	<u>84,597</u>	<u>871,131</u>
Utilities	82,327	3,756		86,083
Insurance	37,511	4,962		42,473
Interest	5,723	652	155	6,530
Repairs and maintenance	86,722	1,604		88,326
Total Occupancy	<u>212,283</u>	<u>10,974</u>	<u>155</u>	<u>223,412</u>
Transportation	17,414	2,538	1,320	21,272
Training and seminars	100	448	120	668
Travel	4,546	593		5,139
Nutritional services	50,767			50,767
Depreciation and amortization	355,131	5,446		360,577
Dues and subscriptions	100	721	360	1,181
Licenses, permits and fees	924	75		999
Supplies	40,889			40,889
Total Other Program Expense	<u>469,871</u>	<u>9,821</u>	<u>1,800</u>	<u>481,492</u>
Professional fees	2,897	12,350	3,000	18,247
Advertising	860			860
Office and miscellaneous	6,958	5,177	10,059	22,194
Telephone	11,023	2,850		13,873
Total Other	<u>21,738</u>	<u>20,377</u>	<u>13,059</u>	<u>55,174</u>
Total Expenses	<u>\$ 1,437,038</u>	<u>\$ 94,560</u>	<u>\$ 99,611</u>	<u>\$ 1,631,209</u>

The accompanying notes are an integral part of these financial statements.

**VETERAN HOMESTEAD, INC. AND AFFILIATE**

Consolidated Statement of Cash Flows

Year ended June 30, 2012

Cash Flows from Operating Activities	
Decrease in unrestricted net assets	\$ (9,436)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:	
Depreciation and amortization	360,577
Decrease in accounts receivable	44,429
Increase in accounts payable and accrued expenses	<u>2,969</u>
Net Cash Provided by Operating Activities	<u>398,539</u>
Cash Flows from Investing Activities	
Purchases of property and equipment	<u>(645,837)</u>
Net Cash Used by Investing Activities	<u>(645,837)</u>
Cash Flows from Financing Activities	
Net payments on lines of credit	(250,000)
Loan origination fees	(14,043)
Proceeds from long-term debt	650,754
Payments on long-term debt	<u>(15,200)</u>
Net Cash Provided by Financing Activities	<u>371,511</u>
Net increase in cash	124,213
Cash - beginning of year	<u>60,051</u>
Cash - end of year	\$ <u><u>184,264</u></u>

The accompanying notes are an integral part of these financial statements.

## VETERAN HOMESTEAD, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2012

#### 1. Summary of Significant Accounting Policies

Basis of Consolidation - The consolidated financial statements of Veteran Homestead, Inc. include those accounts of its affiliate, Veteran Homestead, Inc. (a not-for-profit corporation organized in Puerto Rico). All significant intercompany transactions have been eliminated.

Nature of Business - Veteran Homestead, Inc. is a non-profit organization, organized in 1993. Veteran Homestead, Inc. operates transitional living shelters for military veterans in Fitchburg, Massachusetts, and Hero House in Leominster, Massachusetts, which was acquired in December 1999 and opened in April 2001. In September 2002, Armistice Homestead was opened in Leominster. In 2004, the Victory Farm was opened in New Hampshire. A mobile medical van unit for outreach services was placed in service in May 2001. In 2007, a transitional housing facility was opened in Puerto Rico. The Northeast Veteran Training and Rehabilitation Center opened in January 2010 in Gardner, Massachusetts.

Basis of Accounting - The financial statements have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Expense Allocation - The costs of providing the programs have been summarized on a functional basis in the statement of functional expenses. Accordingly, certain costs were allocated to the program that benefited.

Financial Statement Presentation - 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. Temporarily and permanently restricted net assets are created only by donor-imposed restrictions as to timing and/or purpose of their use.

Depreciation - Depreciation of property and equipment is provided over five to forty years on a straight-line basis.

Property and Equipment - Donated equipment is recorded at fair market value at the date of the donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Purchased equipment is recorded at cost. The Organization follows the practice of capitalizing, at cost, all expenditures for property and equipment in excess of \$1,000.

Use of Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

**VETERAN HOMESTEAD, INC. AND AFFILIATE**  
Notes to Consolidated Financial Statements (Continued)  
June 30, 2012

1. Summary of Significant Accounting Policies (Continued)

Programs - The Hospice and Housing programs are funded through cost reimbursement contracts with the Commonwealth of Massachusetts Department of Veterans Services, individual rent payments, U.S. Department of Veterans Affairs per diem contracts, and donations. The Hospice program provides services to homeless and terminally ill veterans. The Housing programs provide housing to homeless veterans.

In-kind Contributions - Significant in-kind contributions have been made to the construction of the Northeast Veteran Training and Rehabilitation Center. Contributions of services are recognized as in-kind revenue and recorded as property and equipment if they (a) create or enhance assets or (b) require specialized skills which are provided by individuals possessing those skills and if such services would typically need to be purchased if not provided by donations. Contributions of materials are recognized as revenue and recorded as property and equipment at their fair market value.

Income Taxes - The Organization is a non-profit corporation exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for federal and state income taxes is required.

Professional accounting standards provide detailed guidance for the financial statement recognition, measurement, classification and disclosure of uncertain tax positions. They require an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will be sustained upon examination. A tax position is deemed to include such things as the organization's tax exempt status.

Management has not identified any uncertain tax positions and therefore, no liability has been recorded in the financial statements. The Organization's information filings are subject to audit by the Internal Revenue Service. The Organization's open audit periods are 2009 - 2011.

2. Long-Term Debt

Long-term debt consisted of the following at June 30:

Note payable to a municipality. This note is payable in monthly installments of \$1,267 including interest at 0.0% through April 2013.	\$ 13,933
Less current portion	<u>13,933</u>
	\$ <u><u>-0-</u></u>

**VETERAN HOMESTEAD, INC. AND AFFILIATE**  
Notes to Financial Consolidated Financial Statements (Continued)  
June 30, 2012

3. Construction Loan

The Organization has a construction loan with a bank with a balance of \$650,754 at June 30, 2012, bearing interest at 3.5%. The commitment amount of the loan is \$975,000. The Organization will pay interest only through November 2013. Beginning in December 2013, the Organization will make monthly installments based upon a 20 year declining term amortization table. Interest will be at the 5-year Federal Home Loan Classic Rate in effect on the first business day of the Final Term plus 3.0%. Any unpaid balance is due in November 2018.

4. Deferred Payment Loans

Mortgage payable to a bank with simple interest at 5.0%. The annual payment is equal to the amount by which gross receipts for the fiscal year just ended exceeds 105% of cash expenditures for that same period. This note matures in October 2030.

\$ 321,833

Unsecured note payable to the Federal Home Loan Bank of Boston with payment deferred for 15 years. The note will be forgiven at the end of its term in February 2025 if the conditions of use continue to be met.

500,000

5. Related Party Transactions

The President of the Board of Directors is also the Executive Director and, as a salaried employee, received \$96,667, in compensation for the year ended June 30, 2012. The spouse of the President was employed as an Administrator and, as a salaried employee, received \$57,557 in compensation for the year ended June 30, 2012.

6. Advertising

Advertising costs are expensed as incurred. Advertising expenses for the year ended June 30, 2012, amounted to \$860.

**VETERAN HOMESTEAD, INC. AND AFFILIATE**  
Notes to Financial Consolidated Financial Statements (Continued)  
June 30, 2012

**7. Surplus Revenue Retention**

The Commonwealth of Massachusetts Operational Services Division provides for retention of a portion of revenue surplus not to exceed 5.0% of said revenues. Revenues in excess of 5.0% are addressed in any of the following ways:

- (1) The Purchasing Agencies may enter into an agreement with the provider, which would stipulate the use of the excess funds.
- (2) Division of Purchased Services or the purchasing agency may request that the excess funds be returned to the Commonwealth.
- (3) The surplus may yield reductions in future prices set by the Division or purchasing agency.

For the year ended June 30, 2012, the amount of surplus revenue retention as calculated was \$-0-. The POS contract was a cost reimbursement contract. Therefore, there is no amount in excess of 5.0% subject to the preceding.

**8. Contingencies**

The Organization receives some of its support from government grants. The grants permit the grantor to audit both the financial operation of the grant and compliance with terms of the grant agreements. Such audits could result in the disallowance of some costs. Liabilities resulting from these audits, if any, will be recorded in the period in which the amount of the liability is ascertained.

**9. Subsequent Events**

Management has evaluated subsequent events through November 6, 2012, the date on which the financial statements were available to be issued, and concluded that no additional disclosures are required.



**VETERAN HOMESTEAD, INC. AND AFFILIATE**  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2012

<u>Federal Grantor</u> <u>Program Title</u>	<u>Federal</u> <u>CFDA</u> <u>Number</u>	<u>Federal</u> <u>Expenditures</u>
U. S. Department of Veteran Affairs: Homeless Providers Grant and Per Diem Program	64.024	\$ 582,955

Note: The schedule of expenditures of federal awards includes the federal activity of Veteran Homestead, Inc. and Affiliate and is prepared on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic consolidated financial statements.

See auditors' report.

**Report on Internal Control Over Financial Reporting and  
on Compliance and Other Matters Based on an Audit of Financial  
Statements Performed in Accordance with  
*Government Auditing Standards***

To the Board of Directors  
**Veteran Homestead, Inc. and Affiliate**  
Fitchburg, Massachusetts

We have audited the consolidated financial statements of Veteran Homestead, Inc. and Affiliate as of and for the year ended June 30, 2012, and have issued our report thereon dated November 6, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of Veteran Homestead, Inc. and Affiliate is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Veteran Homestead, Inc. and Affiliate's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Veteran Homestead, Inc. and Affiliate's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously.

To the Board of Directors  
**Veteran Homestead, Inc. and Affiliate**  
Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Veteran Homestead, Inc. and Affiliate's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, and federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Boisselle, Morton & Associates, LLP*

Hadley, Massachusetts  
November 6, 2012

**Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133**

To the Board of Directors  
**Veteran Homestead, Inc. and Affiliate**  
Fitchburg, Massachusetts

Compliance

We have audited Veteran Homestead, Inc. and Affiliate's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Veteran Homestead, Inc. and Affiliate's major federal programs for the year ended June 30, 2012. Veteran Homestead, Inc. and Affiliate's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal program is the responsibility of Veteran Homestead, Inc. and Affiliate's management. Our responsibility is to express an opinion on Veteran Homestead, Inc. and Affiliate's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program occurred. An audit includes examining, on a test basis, evidence about Veteran Homestead, Inc. and Affiliate's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Veteran Homestead, Inc. and Affiliate's compliance with those requirements.

In our opinion, Veteran Homestead, Inc. and Affiliate complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2012.

Internal Control over Compliance

Management of Veteran Homestead, Inc. and Affiliate is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Veteran Homestead, Inc. and Affiliate's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with *OMB Circular A-133*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Veteran Homestead, Inc. and Affiliate's internal control over compliance.

*A deficiency in an entity's internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, and federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Boisselle, Morton & Associates, LLP*

Hadley, Massachusetts  
November 6, 2012

**VETERAN HOMESTEAD, INC. AND AFFILIATE**

Schedule of Findings and Questioned Costs

Year Ended June 30, 2012

**Section I - Summary of Auditors' Results**

**Financial Statements**

Type of auditors' report issued: unqualified

Internal control over financial reporting:

Material weakness identified? \_\_\_\_\_ yes       X  no

Significant deficiency identified not considered  
to be material weaknesses? \_\_\_\_\_ yes       X  none  
reported

Noncompliance material to financial statements noted? \_\_\_\_\_ yes       X  no

**Federal Awards**

Internal Control over major program:

Material weakness identified? \_\_\_\_\_ yes       X  no

Significant deficiency identified not considered  
to be material weaknesses? \_\_\_\_\_ yes       X  none  
reported

Type of auditors' report issued on compliance for major program: unqualified

Any audit findings disclosed that are required to  
be reported in accordance with Section  
510(a) of OMB Circular A-133? \_\_\_\_\_ yes       X  no

Identification of major program:

CFDA Number

64.024

Name of Federal Program or Cluster

Homeless Providers Grant and Per Diem Program

Dollar threshold used to distinguish between  
Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee:  X  yes      \_\_\_\_\_ no

**VETERAN HOMESTEAD, INC. AND AFFILIATE**  
**Schedule of Findings and Questioned Costs (Continued)**  
**Year Ended June 30, 2012**

**Section II – Financial Statement Findings**

There were no financial statement findings for the year ended June 30, 2012.

**Section III – Federal Award Findings and Questioned Costs**

There were no federal award findings noted for the year ended June 30, 2012.

There were no questioned costs noted for the year ended June 30, 2012.



**VETERAN  
HOMESTEAD**

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### **Mission Statement**

It is the mission of the Veteran Homestead Inc. to offer affordable housing, case management, education and medical and psychological care to veterans that are diagnosed with a terminal illness, are elderly, disabled or are otherwise in need.

VETERAN HOSPICE HOMESTEAD | HERO HOMESTEAD | ARMISTICE HOMESTEAD | VETERAN VICTORY FARM | HACIENDA DE VETERANOS | NORTHEAST VETERAN TRAINING AND REHABILITATION CENTER

VETERAN HOMESTEAD, INC. | 69 HIGH STREET | FITCHBURG, MA 01420





# VETERAN HOMESTEAD

## Board of Directors 2012 / 2013

Leslie Lightfoot, MS, President 978 353-0234  
CEO Veteran Hospice Homestead  
Female veteran, 17yrs on Board

69 High St.  
Fitchburg, Ma. 01420  
[leslie@veteranhomestead.org](mailto:leslie@veteranhomestead.org)

Timothy R. Mullen, Vice President [REDACTED]  
President  
Diamond Technical Services  
3 years on Board

[REDACTED]

Wendi Snider, Secretary [REDACTED]  
Ashburnham, MA 01430 6 yrs on Board

[REDACTED] er

Richard LeTarte, Treasurer [REDACTED]  
CPA  
Male, veteran, 6 yrs on Board

[REDACTED]

Coleen Seitter, [REDACTED]  
CWO US Army  
Female veteran, 9 yrs on Board

[REDACTED]

Michelle Saunders [REDACTED]  
Marketing Consultant  
Female veteran, 3 yrs on Board

[REDACTED] Ave

Luke Knittig [REDACTED]  
LTC, US Army  
Male Veteran, 2 years on Board

[REDACTED] 4

Christopher P. Brown [REDACTED]  
Board Member, 2 years on Board

[REDACTED]

Paul J. Demoga, Esq. [REDACTED]  
Attorney  
Board Member, 2 years on Board

[REDACTED] 8

Fran Cooley [REDACTED]  
Female Veteran  
Board Member, 1 year on Board


[REDACTED]

Ken Veducchio [REDACTED]  
Retired VP Raytheon, 1 year on Board

[REDACTED]

The Board of Directors meets regularly throughout the year. Directors are voted on annually.

**Leslie Lightfoot, MS, BCETS**

  
Leslie@veteranhomestead.org

**OBJECTIVE**

To continue to provide and expand Veteran Homestead Inc. programs offering shelter and services for veterans in need.

**ACADEMIC PREPARATION**

- Fitchburg State College; Bachelor of Science, Psychology
- Fitchburg State College: Masters of science, Psychology and counseling
- Elizabeth Kubler-Ross: Life, Death and Transition Training

**LICENSE AND CERTIFICATION**

- BCETS (Board Certified Expert in Traumatic Stress)

**MILITARY SERVICE**

1967 – 1970 US RA Army, Army Medical Corps, Medical Corpsman

**PROFESSIONAL EXPERIENCE**

1979 - 1993 Private practice Therapist, Leominster, MA

1987 – 1993 Leominster Homestead, Director

1993 – present Veteran Homestead, CEO

Programs include the Hospice Homestead, Hero Homestead, Armistice Homestead, Veteran Hospice Homestead Mobile Medical Unit, Veteran Victory Farm and the Hacienda de Veteranos. Homestead programs provide medical, psychological and spiritual care to veterans who are diagnosed with a terminal illness, are elderly and/or disabled or otherwise in need.

2002 - present Consultant to the Secretary of Veterans Affairs, Washington, D.C.

2007 - present Consultant to the Governor of Massachusetts on Veterans Issues

2011 - present Board of Directors of Brain Injury Association of Massachusetts

**CURRENT AFFILIATIONS**

- Yakima Warriors Association
- Vietnam Veterans of America
- American Legion
- Served on the Board of Directors: National Coalition for Homeless Veterans
- Central MA Coalition for Homeless Veterans
- Board of Directors, Veteran Homestead, President
- North County Continuum of Care Committee
- AMVETS
- Veteran TBI Consortium
- Board of Directors, Vietnam Veterans Assistance Fund
- Advisory committee to the Secretary of the Veterans Administration
- Veterans Advisory committee to the Governor of Massachusetts

**Receive numerous awards and certificates for work with veterans and the community.**



**WORK EXPERIENCE:**

- 7/2012 - Present **Veteran Homestead, Inc.** Fitchburg, MA  
Position: Finance Manager. Duties: Oversee all accounting functions (GL, AP, AR, Payroll) for this non-profit organization. Prepare quarterly and annual closing. File appropriate bills/reports for government agencies.
  
- 5/2004 - 7/2012 **Goldsmith, Prest and Ringwall, Inc.** Ayer, MA  
Position: Finance Manager. Duties: Oversee all accounting functions (GL, AP, AR, Payroll) for this small civil engineering firm. Prepare monthly bills to clients, payroll, monthly closings and management financial reports. Prepare annual budget. Supervise office administrative staff.
  
- 6/1990 – Present **Baker's Whalom Variety** Lunenburg, MA  
Position: Accountant (part-time). Duties: Created and maintain accounting system for small family owned variety store, including payroll using QuickBooks accounting software. Prepare an annual trial balance and financial statements.
  
- 1/2008 - Present **Spanish American Center, Inc.** Leominster, MA  
Position: Finance Manager (8hrs week). Duties: Maintain financial system for this small non-profit agency using QuickBooks accounting software. Prepare monthly financial statements. Prepare trial balance and reports for annual audit/review. Prepare budgets for ongoing and new funding sources.
  
- 9/1999 - 01/2004 **Clear Channel Entertainment Music & Theatrical Divisions**  
Position: Finance Manager. Duties: Maintain local accounting records for 4 companies including AR, AP, payroll, and cash management. Create and present reports as requested by corporate management. Prepared monthly closing through Profit and Loss, including account analysis. Prepared annual budget and monthly forecasting. Oversee accounting staff.
  
- 5/1991 - 8/1999 **Ogden Entertainment**  
Various locations across the country.  
Position: Finance. Duties: Responsible for maintaining accounting records at various venues through trial balance. Work closely with the venue & corporate accounting departments to assure correct and complete financial reports. Responsible for annual budget for venue and establishing budgets for bids on shows. Worked closely with box office to assure accurate ticket reporting.
  
- 10/1989 - 5/1991 **Wallace Civic Center,** Fitchburg, MA.  
Position: Finance / Box Office Manager.  
Duties: Set up and maintained financial system and Box Office for a small venue including monthly P&L reports. Assist the General Manager in building operation including operations & concessions.
  
- 9/1984 - 5/1991 **Foamtech Corp.,** Fitchburg, MA.  
Position: Accountant. Duties: Set up and maintained accounting system including AR, AP, and GL through P&L. Payroll and filed taxes. Monthly closing and financial reports for management.
  
- 3/1981 - 8/1985 **Montachusett Opportunity Council, Inc.,** Fitchburg, MA.  
Position: Fiscal Officer. Duties: Supervision of financial office for a non-profit organization using a manual bookkeeping system. Helped program directors in budget preparation.

**EDUCATION:**

- 1981 - 1984 Fitchburg State College, Fitchburg, MA.  
Bachelor of Science in Business Administration Degree,  
May 27, 1984. Major: Accounting.
  
- 1975 - 1977 Mount Wachusett Community College, Gardner, MA.  
Associate of Science in Business Technology Degree,  
June 4, 1977. Major: Accounting.
  
- 1972 - 1975 Leominster High School, Leominster, MA.  
Graduated: 1975. Major: Business courses.

**COMMUNITY:**

- 2003 - 2009 Leominster Cultural Commission – allocate grants for cultural events in the Leominster Community.
- 2005 – Present Treasurer/Finance Manager for Friends of Sholan Farms, a non-profit organization charged with operating a city owned apple farm in Leominster.

**PROFILE:** Healthcare professional experienced in management, patient care, and counseling.

**EDUCATION:** Fitchburg state college, Fitchburg, MA. / MS in Counseling  
University of Massachusetts, Amherst, MA. / BA 1995  
Montachusett Regional Vocational Tech, Fitchburg, b MA. / LPN 1980  
American Academy of Brain Injury Specialists / Certified Brain Injury Specialist

**TRAINING** Completed numerous addiction and grief seminars in professional development  
Stevens Ministry, individual lay counseling program  
Chemical Dependency Nursing Certification 1989

### SELECTED ACHIEVEMENTS

#### Management

- Managed staff, intern development and clinical supervision
- Designed and coordinated treatment plans for chemically dependent patients
- Researched, compiled and summarized Quality Assurance studies to improve hospital conformity
- Developed admin. Policies on admissions, discharge planning and medication administration

#### Substance Abuse / Grief Counseling

- Conducted individual and clinical group counseling in detoxification and rehabilitation
- Effectively completed assessment, intervention and coordination of treatment and discharge planning
- Documented records to comply with health insurance regulations and case management
- Facilitated therapeutic and educational groups to residents, families and schools on addictions. HIV / AIDS

#### Direct Patient Care

- Administered medications and treatments to patients; compiled detailed patient documentation
- Functioned as charge and treatment nurse for geriatric, chemically dependent and terminally ill
- Assessed clients for appropriate methadone dosing; generated records and scheduled reports

### PROFESSIONAL EXPERIENCE

Veteran Homestead, Fitchburg, MA. Independent group home and hospice and elderly components Medical/Clinical Coordinator, Substance Abuse Counselor	1998- Present
Habit Management Institute, Fitchburg, MA Outpatient methadone clinic servicing adults with substance abuse issues Licensed Practical Nurse	1995-1998
Naukeag Hospital, Ashburnham, MA Residential inpatient facility with detoxification and rehabilitation services Clinical Director, Addictions Clinician, LPN	1982-1993
Gardner Manor Nursing Home, Gardner, MA Charge / Treatment Nurse	1980-1982

**Jennifer M. Ogonowski**

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**QUALIFICATIONS**

**Marketing Communications and Event Planning**

- Marketing professional with expertise in event planning and execution
- Excellent organizational and communication skills
- Skilled in cultivating employee, client, and customer relationships
- Proven ability to analyze and report data

**EXPERIENCE**

**ATHENA DIAGNOSTICS, Worcester, MA**

**Marketing Communications Manager, 2006-2011**

- Managed speaker's bureau of 75 healthcare professionals and coordinated educational programs for these speakers in medical center/university setting
- Directed sponsorship opportunities for external sales force and developed tracking and reporting methods to measure impact of these programs
- Executed customer service initiatives including customer survey deployment, data analysis, key customer metrics reporting, and customer complaint tracking
- Appointed member of quarterly employee newsletter
- Process champion of company-wide intranet platform, responsible for leading the team in editing content, meeting deadlines, and fulfilling business needs
- Collaborated with corporate activities committee on monthly team building events, including holiday gala, summer luncheon, and afternoon socials

**BJ'S WHOLESALE CLUB, Westboro, MA**

**Membership and Sales Marketing Representative, 2004-2006**

- Managed all marketing and special membership promotions for two club locations
- Identified and executed fundraising opportunities with local non-profit organizations
- Served as the community liaison for the *Adopt-A-School* program, providing fundraising opportunities, curriculum enhancements, and community service support for local elementary schools
- Executed the company's community initiatives including food drives, holiday charity, Cystic Fibrosis pin program, and Make A Difference Day activities
- Developed and delivered lectures to local students teaching basic business skills essential for operating a school store

**Marketing Manager, 1999-2003 (Includes duties of Marketing Coordinator)**

- Served as school/business committee member at local chamber of commerce
- Orchestrated annual employee charity softball game and walk-a-thon
- Lead inter-departmental committee meetings to generate ideas for increasing membership sales, team member incentives, and events to promote club traffic
- Collaborated with management team to develop monthly newsletter and team member events including family shopping nights and post-holiday party
- Handled all donation requests and regulated budgets for these expenditures

**Public Relations Coordinator, 1998-1999**

- Assisted with production and editing of the *BJ's Journal*
- Generated media news releases and press kits
- Researched and compiled information for new club openings
- Updated and maintained media organization database
- Provided general administrative support for the public relations department

**Marketing Coordinator, 1997-1998**

- Implemented in-club events to generate sales and membership sign-ups such as family fun carnivals, health and safety fairs, and holiday-themed activities
- Served as community liaison for the local club location
- Consistently achieved press coverage for in-club and community events
- Coordinated home office directed marketing and membership promotions

**EDUCATION****Fitchburg State College, Fitchburg, MA**

Bachelor of Science in Business Administration

**COMPUTER SKILLS**

- Proficient in Microsoft Office with advanced training in Access and Excel
- Experience using web-based customer feedback and client relationship management software
- Able to compose letters, contracts, memos, mail merges, newsletters, marketing communications, and reports

**ADDITIONAL INFORMATION**

- Substitute Teacher, Leominster Public Schools
- Recording Secretary, Northwest School PTO Executive Board
- Troop Leader, Girl Scouts of Central & Western Massachusetts

***Objective***

To continue to write grant applications, narratives, proposals, marketing materials and fund raising business plans with the goal of raising funds for corporations, non-profits and other worthwhile organizations.

***Education***

- Quinnipiac University: Bachelors Degree in English
- Western New England College: Masters level courses in communications (non degree)
- Grant Writing USA: Grant Writing and Grant Management classes

***Employment***

- Veteran Homestead Inc.(VHI)– 2000 – Present - I started as a volunteer, working one day a week writing grants designed to develop and expand VHI's ability to serve veterans. In 2007 I became the Director of Development/Grant Writer responsible for all grants and fund raising efforts including identification and research of perspective donors, writing of narratives and the compilation of all documentation necessary to produce a positive outcome. I am also responsible for completing all state, federal and private grants, monitoring payments and complying with all fiduciary regulations associated with private, state and federal grant contracts. While at VHI, I was the only person in the department, developing programs and proposals and generating funding averaging one point five million dollars per year over a ten year period. Since starting at VHI the organization has grown from one program in Massachusetts to six facilities in Massachusetts, New Hampshire and Puerto Rico. I have experience with Microsoft Word, Excel, Project and Adobe Acrobat and have worked with Power Point presentations in group settings.
- Dent Menders- 1996- 2007: Owner Responsible for all aspects of the business including sales, finances, bookkeeping and repairs. Achieved master technician status in October of 1997.
- Toyota, Volvo, Honda of Keene - Service and Parts Manager 1987-1989. Parts Manager 1989-1996 Responsible for organization of the department, cataloging of inventory, ordering, and shipping and receiving. My department developed sales in excess of 1.8 million annually with a staff of three. During this time, I was also the IT manager. I oversaw the installation and programming of an IBM system 36 providing every department with on line access to all company data and was responsible for all backups, updates and system maintenance. This system was replaced in 1994 with a Reynolds and Reynolds PC based system where I performed the same duties.

***References***

Leslie Lightfoot, CEO/Executive Director, Veteran Homestead Inc. (978) 353-0234  
Leslie @veteranhomestead.org

William Fenton, Owner, Toyota Volvo of Keene (603) 354-500  
bfenton@fentonautosales.com

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Leslie Lightfoot	Executive Director/CEO	100,000	0%	0
Martha J. Gauvin	Clinical Director	63,000	0%	0
Alfred A. Mercik	Director of Finance	51,000	0%	0
Jennifer M. Ogonowski	Director of Development	40,000	0%	0
Raymond J. Fanelli	Grant Writer	60,000	0%	0