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

Jeffrey A. Meyers
Commissioner

Marilee Nihan
Deputy Commissioner

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

April 28, 2015

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 to amend an existing agreement with The Front Door (Vendor #156244-B001) for the provision of transitional shelter and intervention services through the State Grant-in-Aid program by amending the scope of services and increasing the price limitation by \$10,000 from \$165,000 to \$175,000 with no change to the contract end date of June 30, 2017, effective upon Governor and Executive Council approval. 100% General Funds.

Funding is available in the following account for State Fiscal Years 2016 and 2017, with the ability to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council, if needed and justified.

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

SFY	Class/Object	Title	Activity Code	Current Budget	Increase/ (Decrease)	New Budget
2016	102-500734	Contracts for Prog Srvs	42307020	\$82,500	\$0	\$82,500
2017	102-500734	Contracts for Prog Srvs	42307020	\$82,500	\$10,000	\$92,500
Sub-total				\$165,000	\$10,000	\$175,000

EXPLANATION

The purpose of this request is to add funding to an existing agreement for security deposit and rental assistance, which will be added to intervention services and transitional shelter services currently provided by the vendor to homeless individuals. The Department has been made aware of a disproportionate need for security deposit and rental assistance in the vendor's service area. Therefore, the Department is requesting the current price limitation be increased by \$10,000 from \$165,000 to \$175,000. The additional funds will be used for security deposit and rental assistance, which will assist with stabilizing individuals who are at risk of

becoming homeless or who are transitioning into permanent housing. The vendor currently provides the following services through the State Grant-in-Aid (SGIA) program.

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

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

Should Governor and Executive Council not authorized this request, individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

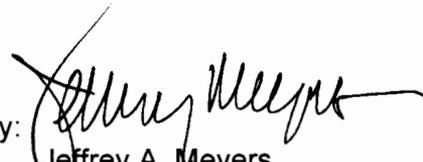
Source of Funds: 100% General Funds

Respectfully submitted,



Marilee Nihan, M.B.A.
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant-In-Aid Funds Program Contract**

This 1st Amendment to the State Grant-In-Aid Funds Program contract (hereinafter referred to as "Amendment #1") dated this 4th day of April, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Front Door Agency, Inc. (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 7 Concord Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and, the State may, amend the Contract by written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS the parties agree to amend the scope of services to meet the needs of individuals who are homeless or at risk of becoming homeless and increase the price limitation accordingly; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, to read:
\$175,000
2. Add Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2 to read:
 - 2.2 The contractor shall provide security deposit and/or first month's rental assistance to individuals who are homeless or at risk of becoming homeless. The Contractor shall:
 - 2.2.1 Determine eligibility based on need, including completing a housing assessment to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
 - 2.2.2 Disburse funds or equivalent vouchers to landlords.
 - 2.2.3 Assist eligible individuals with creating budgets that will assist with maintaining housing.



-
- 2.2.4 Refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate
 3. Delete Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B – Amendment #1, Methods and Conditions Precedent to Payment.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/6/16
Date

Marilee Nihan
Name: Marilee Nihan
Title: Deputy Commissioner

The Front Door Agency, Inc.

April 14, 2016
Date

Maggie Kind
NAME: Maggie Kind
TITLE: CEO

Acknowledgement:

State of NH, County of Hillsborough on 4/4/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Cindy Enright
Name and Title of Notary or Justice of the Peace

CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018

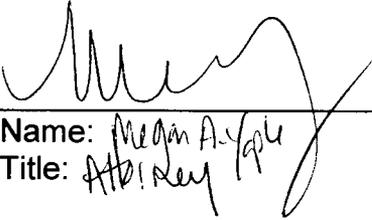
New Hampshire Department of Health & Human Services
State Grant-in-Aid Funds Program



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/14
Date _____


Name: Megan A. Taylor
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on:
_____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.

1.1. Activities identified in Subparagraph 2.2 are funded by 100% General Funds as follows:

1.1.1. Security Deposit and rental assistance for SFY 2017 shall not exceed \$10,000.

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

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

2.2. Total Amount State Grant-in-Aid Funds Program;

- SFY15 not to exceed \$82,500
- SFY16 not to exceed \$82,500
- July 1, 2015 – June 30, 2017: not to exceed \$165,000

2.3. Funds allocation under this agreement:

- Transitional Shelter Services \$120,000
- Intervention Services \$45,000
- Security Deposit and Rental Assistance: \$10,000
- **Total program amount \$175,000**

3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

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

4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

4.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

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

5.1. 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

MD
9/14/16



Exhibit B – Amendment #1

Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The State agrees to provide payment for actual costs, up to \$10,000 for Security Deposit and Rental Assistance as specified in Exhibit A, Scope of Services, Paragraph 2, Services, Subparagraph 2.2.
- 6.3. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.4. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or

[Handwritten Signature]

9/11/14



Exhibit B – Amendment #1

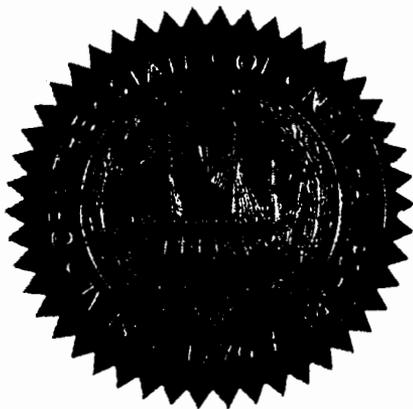
such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Front Door Agency, Inc. is a New Hampshire nonprofit corporation formed February 6, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 4/28/2016 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
The Front Door Agency, Inc.	Legal
NASHUA PASTORAL CARE CENTER, INC.	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID: 108359
Status: Good Standing
Entity Creation Date: 2/6/1987
Principal Office Address: 7 Concord Street
 Nashua NH 03064
Principal Mailing Address: 7 Concord St
 Nashua NH 03060
Expiration Date: Perpetual
Last Annual Report Filed Date: 1/20/2016 4:30:00 PM
Last Annual Report Filed: 2015

Registered Agent

Agent Name:
Office Address: No Address
Mailing Address: No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Suzanne Beaubien, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the Front Door Agency Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 13, 2016
(Date)

RESOLVED: That the Maryse Wiribal
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 14th day of April, 2016.
(Date Contract Signed)

4. Maryse Wiribal is the duly elected CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 14th day of April, 2016.

By [Signature]
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018

Commission Expires: June 5, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2016

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 Street Nashua NH 03061	CONTACT NAME: Cathy Beaugard PHONE (A/C, No, Ext): 603-689-7229 E-MAIL ADDRESS: cbeaugard@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED NASPA1 The Front Door Agency Inc 7 Concord Street Nashua NH 03064	INSURER A : Hanover Insurance	
	INSURER B : AmTrust Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 52741248

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	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZBV9151600	5/5/2016	5/5/2017	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
							\$
A	AUTOMOBILE LIABILITY <input 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		ZBV9151600	5/5/2016	5/5/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
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	TWC3544362	5/5/2016	5/5/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		N/A				E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE - EA EMPLOYEE	\$100,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
A	Management Liab Claims Made		LHV9132930	5/5/2016	5/5/2017	D&O	\$1,000,000
						EPL	\$1,000,000
						Fiduciary	\$1,000,000

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

Workers Compensation Information: No excluded officers; Coverage for NH.
Retentions on Management Liability: D&O \$2,500; EPL \$5,000; Fiduciary \$500.

CERTIFICATE HOLDER

CANCELLATION

Dept of Health & 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 

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THE FRONT DOOR AGENCY, INC.

Financial Statements

For The Year Ended June 30, 2014

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For The Year Ended June 30, 2014

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P.A., Certified Public Accountants

Independent Auditors' Report

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

We have audited the accompanying financial statements of The Front Door Agency, Inc., which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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.

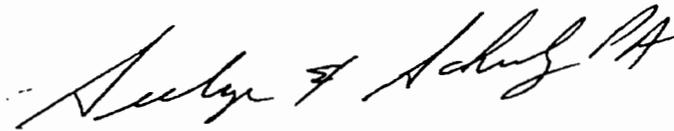
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or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

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "Audrey F. Schulz PA". The signature is written in a cursive style with a large initial "A" and a distinct "PA" at the end.

Nashua, NH
October 21, 2014

THE FRONT DOOR AGENCY, INC.

STATEMENT OF FINANCIAL POSITION

June 30, 2014

ASSETS	
<u>CURRENT ASSETS</u>	
Operating cash and cash equivalents	\$ 313,694
Endowment marketable securities	545,813
Promises to give	27,312
Endowment promises to give net of a \$5,000 allowance	8,109
HHARLF - client receivables (Note E)	15,526
HSGP - client receivable (Note F)	113,075
HSGP - state receivables	9,338
RLF - client receivables (Note G)	1,733
Other current assets	<u>2,665</u>
	<u>1,037,265</u>
<u>PROPERTY & EQUIPMENT</u>	
Land, building & improvements	1,913,596
Leasehold improvements	55,486
Equipment and furniture	<u>42,700</u>
	<u>2,011,782</u>
Less accumulated depreciation	<u>(634,434)</u>
	<u>1,377,348</u>
<u>OTHER ASSETS</u>	
Cash restricted	<u>38,768</u>
	<u>\$ 2,453,381</u>
LIABILITIES AND NET ASSETS	
<u>CURRENT LIABILITIES</u>	
Notes payable, current portion	\$ 6,742
Accounts payable	7,139
Security deposits	11,166
Deferred revenue	16,168
HHARLF vouchers outstanding	13,731
HSGP vouchers outstanding	<u>158,475</u>
	<u>213,421</u>
NOTES PAYABLE, net of current portion	<u>1,647,515</u>
<u>NET ASSETS</u>	
Unrestricted	221,117
Temporarily restricted	71,613
Permanently restricted	<u>299,715</u>
	<u>592,445</u>
	<u>\$ 2,453,381</u>

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

THE FRONT DOOR AGENCY, INC.
STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT				
Grant income	\$ 181,839	\$ 19,000	\$ -	\$ 200,839
Fundraising events	191,930	-	-	191,930
Less: Cost of direct benefit to donor	(4,800)	-	-	(4,800)
Contributions	255,936	-	4,850	260,786
Investment income (Note L)	76,173	-	-	76,173
Rental income	153,663	-	-	153,663
Santa fund income	-	40,845	-	40,845
Mental health services	1,789	-	-	1,789
Miscellaneous income	5,393	-	-	5,393
In kind donation	96,460	-	-	96,460
Cancellation of debt	53,984	-	-	53,984
Net assets released from restrictions:				
Satisfaction of time	17,661	(17,661)	-	-
Satisfaction of purpose	47,573	(47,573)	-	-
Total Revenue and Support	<u>1,077,601</u>	<u>(5,389)</u>	<u>4,850</u>	<u>1,077,062</u>
EXPENSES				
Program services:				
Transitional Housing	514,407	-	-	514,407
Direct Services	220,569	-	-	220,569
Mental Health Services	20,459	-	-	20,459
Administration	110,327	-	-	110,327
Fundraising	122,197	-	-	122,197
Total Expenses	<u>987,959</u>	<u>-</u>	<u>-</u>	<u>987,959</u>
Increase (Decrease) in Net Assets	89,642	(5,389)	4,850	89,103
NET ASSETS, Beginning of Year	<u>131,475</u>	<u>77,002</u>	<u>294,865</u>	<u>503,342</u>
NET ASSETS, End of Year	<u>\$ 221,117</u>	<u>\$ 71,613</u>	<u>\$ 299,715</u>	<u>\$ 592,445</u>

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

THE FRONT DOOR AGENCY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2014

	PROGRAM SERVICES					Total	
	Transitional Housing	Direct Services	Mental Health	Total program	Administration		Fundraising
Salaries and wages	\$ 177,607	\$ 70,306	\$ 12,881	\$ 260,794	\$ 61,877	\$ 76,251	\$ 398,922
Payroll taxes	14,554	5,495	1,022	21,071	4,296	6,041	31,408
Employee benefits	11,431	4,453	801	16,685	4,550	2,628	23,863
Education, community involvement & travel	1,170	537	64	1,771	2,055	296	4,122
Bank charges	-	-	-	-	718	126	844
Rent and utility expense	52,482	6,720	1,120	60,322	4,760	4,200	69,282
Telephone and communication	7,046	2,417	510	9,973	1,769	1,348	13,090
Building maintenance	48,617	900	277	49,794	1,268	450	51,512
Insurance	14,729	3,396	1,032	19,157	4,803	1,698	25,658
Professional fees	1,530	680	150	2,360	6,267	360	8,987
Audit fees	-	-	-	-	8,150	-	8,150
Office expense	3,455	4,605	1,187	9,247	7,461	2,845	19,553
Public relations	-	-	-	-	17	2,951	2,968
Interest expense	13,415	-	-	13,415	-	-	13,415
In kind interest expense	96,460	-	-	96,460	-	-	96,460
Miscellaneous expense	358	35	-	393	1,010	-	1,403
Bad debts	-	9,738	-	9,738	-	-	9,738
Fundraising expense	-	-	-	-	-	23,003	23,003
Direct assistance:							
Holiday/Santa fund program	-	48,322	-	48,322	-	-	48,322
Rental assistance	-	43,653	-	43,653	-	-	43,653
Utility assistance	-	13,258	-	13,258	-	-	13,258
Medical and dental	-	3,255	-	3,255	-	-	3,255
Transportation	215	566	-	781	-	-	781
Child care	1,890	-	-	1,890	-	-	1,890
School supplies	3,253	-	1,415	4,668	-	-	4,668
Financial literacy	-	1,415	-	1,415	-	-	1,415
Miscellaneous	1,225	818	-	2,043	-	-	2,043
Total Expenses Before Depreciation	449,437	220,569	20,459	690,465	109,001	122,197	921,663
Depreciation	64,970	-	-	64,970	1,326	-	66,296
Total Expenses	\$ 514,407	\$ 220,569	\$ 20,459	\$ 755,435	\$ 110,327	\$ 122,197	\$ 987,959

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

THE FRONT DOOR AGENCY, INC.
STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2014

Cash flow provided by (used in) operating activities	
Increase in net assets	\$ 89,103
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	66,296
Cancellation of debt	(53,984)
Unrealized gains on investments	(43,576)
Realized gain on investments	(16,151)
Endowment contribution	(4,800)
Change in assets and liabilities:	
Increase in promises to give	(6,984)
Decrease in other client receivables	553
Decrease in miscellaneous receivable	5,566
Increase in other current assets	(2,665)
Increase in accounts payable	1,845
Increase in deferred income	4,201
Net cash provided by operating activities	<u>39,404</u>
Cash flow provided by (used in) investing activities	
Proceeds from sale of investments	16,151
Purchase of investments	(18,524)
Increase in cash restricted	(3,302)
Purchase of fixed assets	(11,815)
Increase in security deposits	2,100
Net cash used in investing activities	<u>(15,390)</u>
Cash flow provided by (used in) financing activities	
Principal payments of long-term debt	(6,111)
Increase in HSGP - client receivable	(10,486)
Increase in HSGP - state receivables	(7,814)
Increase in HSGP vouchers outstanding	14,446
Endowment contribution	4,800
Decrease in HHARLF - client receivables	15,606
Decrease in HHARLF vouchers outstanding	(14,045)
Net cash used in financing activities	<u>(3,604)</u>
Net increase in cash and cash equivalents	20,410
Cash and cash equivalents, Beginning of Year	<u>293,284</u>
Cash and cash equivalents, End of Year	<u>\$ 313,694</u>
SUPPLEMENTAL INFORMATION	
Interest paid	<u>\$ 13,415</u>

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

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE A. NATURE OF ORGANIZATION

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

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

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

Non-cash Contributions

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

Promises to Give

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

Financial Statement Presentation

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

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

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

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

Cash and Cash Equivalents

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

Investment Securities

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

Property and Depreciation

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

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

Reserve Method

The Agency uses the reserve method to account for bad debts. The reserve is based on prior years' experience and management's analysis of specific promises to give. A reserve for bad debts of \$5,000 was required for the year ended June 30, 2014.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

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

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that 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.

Income Taxes

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

The Organization's income tax filings are subject to audit by various taxing authorities. The Organization's open audit periods are 2010 through 2014. The Organization believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

NOTE C. NET ASSETS

Unrestricted, temporarily restricted and permanently restricted net assets include the following at June 30, 2014:

Unrestricted Net Assets:

Board designated endowment funds	\$ 269,207
Unrestricted operating deficit	<u>(48,090)</u>
	<u>\$ 221,117</u>

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE C. NET ASSETS (Continued)

Temporarily Restricted Net Assets:

Santa Fund	\$ 52,613
Program	<u>19,000</u>
	<u>\$ 71,613</u>

Permanently Restricted Net Assets:

Donor-restricted endowment funds	\$ 284,715
Restricted for facilities	<u>15,000</u>
	<u>\$ 299,715</u>

NOTE D. ENDOWMENTS

Endowment assets included the following at June 30, 2014:

Marketable securities	\$ 545,813
Promises to give, net of a \$5,000 reserve	<u>8,109</u>
Total	<u>\$ 553,922</u>

Marketable securities with a cost of \$473,124 and an unrealized gain of \$72,689 are presented above at market value.

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

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

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

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE D. ENDOWMENTS (Continued)

Endowment net asset composition by type of fund consists of the following as of June 30, 2014:

Endowment Funds	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted	\$ -	\$ -	\$ 284,715	\$ 284,715
Board-designated	<u>269,207</u>	<u>-</u>	<u>-</u>	<u>269,207</u>
	<u>\$ 269,207</u>	<u>\$ -</u>	<u>\$ 284,715</u>	<u>\$ 553,922</u>

Changes in endowment net assets for the year ended June 30, 2014, were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets June 30, 2013	\$ 213,687	\$ -	\$ 279,865	\$ 493,552
Investment return:				
Interest & Dividends	16,143	-	-	16,143
Unrealized gains	43,576	-	-	43,576
Realized gain	16,151	-	-	16,151
Contributions	5,535	-	-	5,535
Withdrawal	(25,759)	-	-	(25,759)
Fees	(126)	-	-	(126)
Endowment contributions	<u>-</u>	<u>-</u>	<u>4,850</u>	<u>4,850</u>
Endowment net assets June 30, 2014	<u>\$ 269,207</u>	<u>\$ -</u>	<u>\$ 284,715</u>	<u>\$ 553,922</u>

Return Objectives, Risk Parameters, Strategies and Spending Policy

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

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

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

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

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

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

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

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

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

NOTE H. INVESTMENT IN EVOLUTION SPORTS RIVALS, LLC

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

NOTE I. REVOLVING LINE OF CREDIT

The Agency has a \$75,000 revolving line of credit with Triangle Credit Union that was unused as of June 30, 2014. Amounts borrowed on the credit line are payable on demand and carry an interest rate of 3.75%. The credit line is secured by a security interest in all The Front Door Agency, Inc.'s assets, and expires April 18, 2016.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE J. LONG-TERM DEBT

The Front Door Agency, Inc. is obligated on the following long-term debts at June 30, 2014:

Mortgage payable, New Hampshire Community Loan Fund, secured by land and building (C Street), monthly payment of \$218 including interest at 4%, due August 2025. \$ 19,589

Mortgage payable, Citizens Bank, secured by land and building (Vine Street), monthly payment of \$523 including interest at 6.5%, due October 2022. 66,537

Mortgage payable, City of Nashua, secured by land and building (C Street). Neither interest or principal is due as long as the Agency owns the property, retains its non-profit status, and uses the property in a manner consistent with the Agency mission. 110,001

Mortgage payable, City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive the debt equally over 20 years, retroactively to March 2007. 78,600

Mortgage payable, City of Nashua, secured by land and building (Vine Street). Neither interest or principal is due as long as the Agency owns the property, retains its non-profit status, and uses the property in a manner consistent with the Agency mission. 432,000

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

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE J. LONG-TERM DEBT (Continued)

Mortgage payable, City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due and principal will be forgiven equally over a 20-year period beginning in December 2012.	\$ 313,805
Mortgage payable, Community Housing Capital, Inc., secured by land and building (Shattuck Street), monthly payment of \$886 including interest at 5%, due June 2027.	160,225
Mortgage payable, City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property, interest is not due and principal will be forgiven over a remaining 11 year period ending in October 2022.	<u>270,000</u>
	1,654,257
Current maturities	<u>6,742</u>
	<u>\$1,647,515</u>

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

2015	\$ 6,742
2016	7,100
2017	7,477
2018	7,875
2019	8,294
Thereafter	<u>208,863</u>
	<u>\$ 246,351</u>

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE K. IN-KIND DONATION INTEREST

Mortgage obligations to the City of Nashua, as detailed in Note J, have no required interest due unless the Agency does not meet certain rental affordability and ownership requirements. The Agency has recorded a donation from the City of Nashua of interest totaling \$96,460 that would have been due for the fiscal year ended June 30, 2014, on the mortgages at the estimated prevailing interest rates on the date the mortgages were received.

Additionally, some of the mortgage obligations to the City of Nashua are being forgiven annually if certain criteria are met. The amount forgiven in the current year is \$53,984.

NOTE L. INVESTMENT INCOME

Investment income consists of the following:

Interest and dividend	\$ 16,446
Realized gains	16,151
Unrealized gains	<u>43,576</u>
	<u>\$ 76,173</u>

NOTE M. PENSION PLAN

On March 1, 2013 the Agency adopted a 401(k) profit-sharing plan. All employees meeting specified age and length of service requirements are included in the plan.

The 401(k) plan provides for matching of employee contributions in such amounts as management may determine up to \$500 per participant annually. Additionally, the Agency can make discretionary pro-rata contributions. Matching contributions are vested immediately and pro-rata contributions are fully vested after five years.

Pension expense for the plan charged to operations for the year ended June 30, 2014, was \$9,899.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE N. OPERATING LEASE OBLIGATIONS

Under the terms of an agreement expiring on December 31, 2014, the Agency leases office space located at 7 Concord Street, Nashua, New Hampshire. The monthly payment is \$1,400 which can increase based upon an increase in the base year operating costs. The Agency also rents two apartments, one for \$400 per month expiring on March 31, 2015 and an apartment for \$325 per month as a tenant at will.

The Agency also leases a copier and telephone system for \$308 and \$672 per month respectively. The equipment leases expire June 2017 and November 2014 respectively.

Minimum annual lease payments under the terms of non-cancelable leases are as follows:

Year ending June 30:

2015	\$ 18,334
2016	\$ 3,696
2017	\$ 3,696

NOTE O. CONTINGENCIES/PROGRAM RELATED

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

NOTE P. CONTINGENCY/FACILITY RELATED

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

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

For each month the Agency meets the ownership and use performance requirements, a non-performance mortgage liability reduces from \$192,400 at June 30, 2014 to zero in 2019.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE P. CONTINGENCY/FACILITY RELATED (Continued)

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

NOTE Q. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2014, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE R. SUBSEQUENT EVENTS

Management has evaluated events through October 21, 2014, the date that the financial statements were available to be issued.

NOTE S. FAIR VALUE MEASUREMENTS

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

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

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

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

The Agency assess the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the year ended June 30, 2014, there were no such transfers.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2014

NOTE 5. FAIR VALUE MEASUREMENTS (Continued)

For the year ended June 30, 2014, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Investment Securities

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



BOARD OF DIRECTORS 2014-2015

Officers

President:	Mrs. Erin Almeda	Concord Hospital
President Elect:	Mr. John Ziembra	Triangle Credit Union
Vice-President:	Mr. Jared Anderson	Weisman, Tessier, Lambert & Halloran
Secretary:	Mrs. Suzanne Beaubien	Bellwether Community Credit Union
Treasurer:	Mrs. Jessica Ackerman	Deloitte & Touche
Past President:	Mr. Michael Gonzales	Citizens Bank

Board of Directors

Mr. Thomas Boucher	Lowell Five Bank
Mrs. Karen Carlisle	Crowne Plaza
Mr. John Chase	Retired, BAE Systems
Ms. Karin Duchesne	The Nashua Bank
Mr. Zachary Duprey	The Provident Bank
Mr. Nick Frasca	Frasca & Frasca, P.A.
Mr. Cory Hussey	Stanley Elevator
Mr. Kip Jackson	Pegasystems
Mr. Robert K. Kennedy	BAE Systems
Ms. Amy Labelle	LaBelle Winery
Ms. Linda LaFleur	MESH Interactive Agency
Mr. Chris Malloy	Community Events, LLC
Mr. Michael Martinez*	Cityside Management
Mr. David S. McGinley	Retired
Mrs. Beth Needham	Eaton & Berube
The Rev. Dr. Robert Odierna*	Church of the Good Shepherd
Mr. Robert Shaw*	Texas Instruments

Advisory Board

Mrs. Lori Lambert*	Weisman, Tessier, Lambert & Halloran
Mrs. Lisa Law	Law Logistics
Mr. Rich Lovering*	Lovering Volvo
Ms. Beth Raymond*	Gateways

*Denotes Past Presidents



**The Front Door Agency, Inc.
1987-2015**

MISSION STATEMENT:

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

CORE VALUES:

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

Dignity • Respect • Compassion • Education • Integrity

AUDACIOUS GOAL:

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



BOARD OF DIRECTORS 2015-2016

Officers

President:	Mr. John Ziembra	Traingle Credit Union
President Elect:	Mr. Jed Anderson	Weisman, Tessier, Lambert & Halloran
Vice-President:	Mr. Robert Kennedy	BAE Systems
Secretary:	Mrs. Suzanne Beaubien	Bellwether Community Credit Union
Treasurer:	Mrs. Jessica Ackerman	Deloitte & Touche
Past President:	Mrs. Erin Almeda	Concord Hospital

Board of Directors

Mrs. Karen Carlisle	Crowne Plaza
Mr. John Chase	Retired, BAE Systems
Mrs. Jackie Clancy	Southern NH Health System
Ms. Karin Duchesne	The Nashua Bank
Mr. Zachary Duprey	The Provident Bank
Ms. Paula Farrer	Right Networks, LLC
Mr. Nick Frasca	Frasca & Frasca, P.A.
Mr. Cory Hussey	Stanley Elevator
Mr. Kip Jackson	Pegasystems
Ms. Amy LaBelle	LaBelle Winery
Ms. Linda LaFleur	MESH Interactive Agency
Mr. Michael Martinez*	Cityside Management
Mr. David S. McGinley	Retired
Mrs. Beth Needham	Eaton & Berube
The Rev. Dr. Robert Odierna*	Church of the Good Shepherd
Ms. Meagan Pollack	Teach for America
Mr. Robert Shaw*	Texas Instruments

Advisory Board

Mr. Michael Bernier	Mallard Insurance Company
Mrs. Lori Lambert*	Weisman, Tessier, Lambert & Halloran
Mrs. Lisa Law	Law Logistics
Mr. Rich Lovering*	Lovering Volvo
Ms. Beth Raymond*	Gateways

*Denotes Past Presidents

Maryse A. Wirbal

PROFESSIONAL SUMMARY

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

WORK HISTORY

Chief Executive Officer

**The Front Door Agency, (formerly known as Nashua Pastoral Care Center, Inc.),
Nashua, NH** **1998- Present**

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

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

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

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

Recognized as The Next 20-Emerging Leaders in Nashua by the Telegraph December 2012

Business Manager

1995-1998

Nashua Pastoral Care Center, Inc., Nashua, NH

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

Accounting Associate**Velcro USA, Inc., Manchester, NH****1994-1995**

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

Teller Supervisor**First NH Bank – Nashua Trust Division, Nashua, NH****1987-1992**

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

EDUCATION

Graduate**Leadership New Hampshire, Concord, NH**

June 2005

Graduate**Leadership Greater Nashua, Greater Nashua Chamber of Commerce**

June 1998

MBA Program**SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, New Hampshire**

In process

BS, Business Finance; Minor, Economics

May 1993

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

Certificate, Basic Tax Preparation**H & R Block, Merrimack, NH**

December 1996

COMMUNITY INVOLVEMENT/INTERESTS
--

President, Rotary Club of Nashua

Current

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

Member, United Way of Greater Nashua Community Needs Assessment Committee 1999-Present

Executive Board Member, Greater Nashua Continuum of Care 1998-2011

Board Member, Hunt Community 2005-2013

Advisory Member, Nashua Area Health Center 2003-2012

Executive Board Member, Greater Nashua Chamber of Commerce 2004-2010

School Board Member, Infant Jesus School, Nashua 2005-2009

Board Member, Greater Nashua Dental Connection, Inc. 1998-2005

(founding member, treasurer, and past president)

Member, Nashua Mayor's Task Force on Affordable Housing 2003

Advisory Member, American Cancer Society 1998-1999

REFERENCES FURNISHED UPON REQUEST
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Sandra DeLosa

Profile

Four years of experience working with low-income and high safety risk cliental. Highly experienced in direct customer service.

Experience

The Front Door Agency

March 2014-Present

Director Of Homeless and Housing Services

- Responsible for assessing and assisting those in need through the Agency's direct service programs including but not limited to: CARE (Crisis Advocacy & Resource Education Program); Prevention & Intervention of Homelessness; Housing Security Guarantee; Homeless and Housing Access Revolving Loan Fund; and Financial Literacy.
- Assessing families and individuals and determine program eligibility according to the HUD guidelines and verifying all income and expenses in order to assist with budgeting education.
- Maintaining ongoing communication with landlords to establish participants' housing safety and stability.
- Working closely with landlords and utility companies to negotiate payment plans.
- Working closely with other area resources including local welfare offices to effectively assist a family from becoming homeless while not duplicating efforts.
- Developing and enhancing the curriculum of the Financial Literacy Program.
- Representing the Front Door Agency as a Community Partner with the NH Community Loan Fund in screening potential applicants for post-secondary education savings goals.
- Actively participating in the Greater Nashua Continuum of Care and subcommittees deemed appropriate.
- Preparing all necessary statistical and outcome measurement reporting.
- Participating in fund raising activities within the Agency.
- Maintaining proper records documentation in The Front Door agency database, including HMIS for prevention program.

St. Joseph Hospital- Nashua Pediatrics

April 2012-July 2014

Patient Companion/Patient Service Representative

- Responsible for direct 1:1 supervision for patients with high risk safety concerns including detoxing, suicide, confusion, and fall risk.
- Promote a safe environment while respecting the patient.
- Responsible for watching the patient, calming the patient, providing divisional activities and call for help as needed.
- Document patient activity and report information to doctors, nurses, and other staff members.
- Direct knowledge of multiply units in the hospital.
- Responsible for checking patients in as they arrive for their appointments, accepting co-payments and checking out as they leave.
- Assist patients with scheduling future appointments.
- Responsible for maintaining patient's medical records.

New England Rehabilitation Hospital

July 2011-April 2012

Sitter

- Responsible for direct 1:1 supervision for patients with high risk safety concerns including brain injury, fall risk, stroke, and confusion.
- Promote a safe environment while respecting the patient.
- Responsible for watching the patient, calming the patient, providing divisional activities and call for help as needed.
- Document patient activity and report information to doctors, nurses, and other staff members.

PetSmart and Sears

2005-2011

Customer Service

- Responsible for providing knowledge and customer service to consumers.
- Assist in maintaining the cleanliness of each department
- Help set daily and week price changes.
- Handle customer transactions including payments.

Education

Nashua High School North

2004-2008

Nashua Community College

2011-2014

Associates of Science in Human Services

Southern New Hampshire University

2014-present

Psychology with a Mental Health Concentration

Skills

- Proficient with the use of computers, electronic records, data entry, and client folders and filing.
- Certified in First Aid and CPR
- Certified in Mental Health First Aid
- Excellent Customer Service Skills

REBECCA GAGNE

SUMMARY

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

PROFESSIONAL EXPERIENCE

Director of Transitional Housing **April 2012-Present**
THE FRONT DOOR AGENCY, INC., Nashua, New Hampshire
A not-for-profit, 501(c) tax-exempt organization assisting individuals and families in crisis transition to self-sufficiency formally known as the Nashua Pastoral Care Center, Inc.

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

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

Case Manager **December 2001-April 2012**
THE NASHUA PASTORAL CARE CENTER, Nashua, New Hampshire

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

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

Case Manager
GIRLS INC., Nashua, New Hampshire

May 2001-December 2001

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

Pre-School Teacher

July 2000-May 2001

GIRLS INC., Nashua, New Hampshire

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

EDUCATION

Certified GAIN I Administrator (Global Appraisal of Individual Needs)

August 2010

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

Graduate

39th ANNUAL NEW ENGLAND SCHOOL ON ADDICTION STUDIES, Rindge, NH

June 2008

New Hampshire Training Institute on Addictive Disorders

Graduate

37th ANNUAL NEW ENGLAND SCHOOL ON ADDICTION STUDIES, Storrs, CT

June 2006

New Hampshire Training Institute on Addictive Disorders

BA in Psychology

December 1999

KEENE STATE COLLEGE, Keene, New Hampshire

Member, Delta Phi Epsilon (1997-1999)

AS in Chemical Dependency

May 1999

KEENE STATE COLLEGE, Keene, New Hampshire

VOLUNTEER EXPERIENCE

Day of Caring Committee Member: United Way of Greater Nashua 2011-Present
Big Sister: Big Brothers and Big Sisters Organization of Nashua 2004-2012
Internship: Alvirne High School, Hudson, NH Guidance Department 1999

REFERENCES FURNISHED UPON REQUEST

Maura McGowan

OBJECTIVE	A challenging position in the Human Service field supporting and strengthening children and families.
Summary of Experience	12 years experience in Community Outreach 8 years experience working in the field of Child Abuse & Neglect Prevention 7 years experience working in the field of Parent Support & Education 7 years experience creating Marketing Materials 5 years experience supporting & supervising interns and volunteers 5 years experience working with Teens in Substance Abuse Prevention and Healthy Choices Creation of Community Awareness Events and Workshops for children, teens and adults Experienced Public Speaker, Skilled Workshop Facilitator, Excellent Communication Skills
EXPERIENCE	<p>The Front Door Agency <i>Transitional Housing Program Case Manager</i> March 2012 to Present Responsible to provide case management to single mothers in our Transitional Housing Program focusing on working to increase skills and confidence in the areas of; time management, budgeting, health and wellness, mental health, educational goals, employment, pride in home and financial stability. Provide information about outside supports to assist with educational goals, employment goals and parenting concerns. Coordinate volunteers for weekly child care support for clients attending our weekly groups.</p> <p>Prevention Makes Cents <i>Program Coordinator</i> July 2009 to March 2012 Co-created a non-profit agency to continue the work of the Child Assault Prevention (CAP) Project as well as Parenting Support and Education Programs for the Greater Nashua Area. Responsibilities include facilitating programs, training interns & volunteers, supervising interns & volunteers, outreaching to schools in new communities, coordination of all aspects of the CAP Project and facilitating various parenting support and education programs.</p> <p>Nashua School District, Nashua, NH <i>Parent Educator/Liaison for Fairgrounds Elementary School's Family Resource Center</i> April 2009 to January 2010 Increase Parent Involvement in school through education, outreach and advocacy. Responsibilities included co-facilitating weekly parent support group, coordination of outside services for ESOL & GED classes, liaison between the school and parents to facilitate increased volunteerism, training & supervision of parent volunteers, offering support to parents for issues both at school & at home, and serving on a number of teams focused on school improvement.</p> <p>New Hampshire Teen Institute, Nashua, NH <i>Program Assistant</i> September 2008 to April 2009 Worked closely with the Director of Outreach to engage & increase our volunteer staff and to critique and improve our programs and workshops geared toward the reduction of substance abuse. Responsibilities included delivering programs, coordinating events and fundraisers, preparing and creating marketing materials, creating new workshops, working on a team to create a comprehensive volunteer staff manual.</p> <p>The Youth Council, Nashua, NH <i>CAP Facilitator, Child Assault Prevention (CAP) Project</i> January 2006 to May 2009 and September 2003 to May 2005 Worked facilitating all aspects of the program including training volunteers & interns, facilitating teacher and parent workshops, leading classroom presentations, coordinating with schools, scheduling staff, creating</p>

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

Parenting Facilitator, Active Parenting Program

January 2004 to May 2009

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

Court Diversion Program Support Specialist, Court Diversion Program

February 2004 to September 2009

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

Adult Day Service Program

Activities Coordinator

March 2005 to December 2005

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

NHCTC, Nashua, NH

Community Partner Program Developer, Community Partner Grant

May 2004 to March 2005

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

EDUCATION

New Hampshire Community Technical College, Nashua, NH

Associates of Science Degree in Human Services, May 2004

GPA 3.98

NH Child Assault Prevention Project, Nashua, NH

CAP Elementary Facilitator, September 2003

CAP Preschool Facilitator, January 2005

International Child Assault Prevention Project, Sewell, NJ

Certified CAP Trainer, August 2007

Straight Talk

Certified Straight Talk Facilitator, September 2007

Parenting Journey, The Family Center, Somerville, MA

Certified Parenting Journey Facilitator, June 2009

Active Parenting

Certified Active Parenting Facilitator, August 2009

**HONORS AND
ACTIVITIES**

President's List, 4 semesters

Executive Member, Phi Theta Kappa (international honor society)

Student Member, Campus Leadership Team

Student Senate President 2003-2004 academic year & 2004-2005 academic year

Vice-President Rotaract 2003-2004 academic year

Ed Award Student, Student Leadership Corps/Americorps
NH Teen Institute Volunteer Staff, Summer Leadership Program, 2008 to present
NH Teen Institute Program Advisory Committee, 2010 to present
Member of the Board of Directors for City Arts Nashua, 2011 to present

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maryse Wirbal	CEO	\$85,000	0	0
Sandra DeLosa	Homeless & Housing Coorindator	\$27,000	25%	\$ 6,750
Rebecca Gagne	Director of Transitional Housing	\$50,000	20%	\$10,000
Maura McGowan	Case Manager, Transitional Housing	\$30,000	100%	\$30,000



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

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

July 16, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below the for State Grant-in-Aid Funds program, in an amount not to exceed \$5,759,549, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. These contracts are 100% General Funds.

Vendor	Vendor Number	Vendor Address	Amount
Child and Family Services	177166-B002	464 Chestnut Street, PO Box 448, Manchester NH 03105	\$303,538
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover NH 03821-1060	\$71,950
Community Action Program Belknap-Merrimack	177200-B004	2 Industrial Park Drive, PO Box 1016, Concord NH 03302-1016	\$399,564
Concord Coalition to End Homelessness	TBD	238 North Main Street, PO Box 3933, Concord NH 03302	\$80,000
Cross Roads House, Inc.	166570-B001	600 Lafayette Road Portsmouth NH 03801	\$357,190
Families in Transition	157730-B001	122 Market Street Manchester NH 03101	\$602,784
Harbor Homes, Inc.	155358-B001	45 High Street Nashua NH 03060	\$78,100

Headrest, Inc.	175226-R001	14 Church Street Lebanon NH 03766	\$101,758
Helping Hands Outreach Ministries, Inc.	174226-R001	50 Lowell Street Manchester NH 03103	\$120,000
Laconia Area Community Land Trust	15671-B001	658 Union Avenue Laconia NH 03246	\$85,000
Marguerite's Place, Inc.	157465-B001	87 Palm Street Nashua NH 03060	\$60,000
Merrimack Valley Assistance Program	157934-B001	8 Wall Street Concord NH 03301	\$101,700
My Friend's Place	156274-B001	368 Washington Street Dover NH 03820	\$191,824
New Hampshire Coalition Against Domestic and Sexual Violence	155510-B001	PO Box 353 Concord NH 03302	\$554,746
New Hampshire Legal Assistance	154648-B001	117 North State Street Concord NH 03301	\$100,000
Southern New Hampshire Services, Inc.	177198-B006	40 Pine Street, PO Box 5040, Manchester NH 03108	\$157,787
Southwestern Community Services, Inc.	177511-P001	63 Community Way, PO Box 603, Keene NH 03431-0603	\$627,804
The Bridge House, Inc.	165288-B001	260 Highland Street Plymouth NH 03264	\$280,000
The Friends Program, Inc.	154987-B001	202 North State Street Concord NH 03301	\$417,454
The Front Door Agency, Inc.	156244-B001	7 Concord Street Nashua NH 03064	\$165,000
The Salvation Army (McKenna House)	177627-B003	58 Clinton Street Concord NH 03301	\$202,382
The Way Home, Inc.	166673-B001	214 Spruce Street Manchester NH 03103	\$374,660
Tri-County Community Action Program, Inc.	177195	30 Exchange Street Berlin NH 03570	\$326,308

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriations of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years, without further approval from the Governor and Executive Council, through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$2,879,775
2017	102-500731	Contracts for Program Services	\$2,879,774
			\$5,759,549

See Fiscal Details attached

EXPLANATION

This request is **retroactive** because the awards were not made until June 9th, 2015.

The purpose of this request is for the provision of intervention services and/or emergency shelter and related services, including essential services, to homeless individuals.

This package includes twenty-three (23) of the twenty-seven (27) vendors chosen to receive State Grant-in-Aid Program funding, and represents \$5,759,549 of the total \$6,569,941 being funded.

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

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

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

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

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

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

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

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

Child and Family Services (Vendor# 177166 - B002)

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

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

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

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

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

Concord Coalition to End Homelessness (Vendor # TBD)

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

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

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

Families in Transition (Vendor #157730-B001)

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

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

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

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

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

Headrest Inc. (Vendor# 175226 - R001)

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

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

Helping Hands Outreach Center (Vendor# 174226 - R001)

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

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

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

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

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

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

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

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

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

State Grant-In-Aid (SGIA) Funds

Fiscal Details

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

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

New Horizons for NH (Vendor# 175227 - R001)

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

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

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

New Hampshire Legal Assistance (Vendor# 154648 - B001)

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

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

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

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

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

The Bridge House Shelter (Vendor # 165288-B001)

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

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

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

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

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

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

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

**State Grant-In-Aid (SGIA) Funds
Fiscal Details**

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

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

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

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

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

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

State Grant-In-Aid (SGIA) Funds
RFP Name

16-DHHS-OHS-BHHS-02
RFP Number

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

BMCAP is being funded ahead of Veteran's Inc for the New Start program, although Veteran's Inc (VI) scored higher than BMCAP. The reason is because BMCAP is providing a homeless intervention program to the general population in 2 counties.

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

The VI program is a new project, and although statewide, serves a specific subpopulation of homeless (veterans) that represent less than 9% of the total homeless population in the state. Given the limited resources available I believe it is imperative we fund services accessible to all over those accessible to a small sub population.

Reviewer Names

1. Diane Fontneau, Program Planning and Review Specialist
2. Melissa Hatfield, Program Specialist IV
3. Julie Lane, Program Specialist III
4. Kenneth Merrifield, Business Administrator IV
5. Patricia Jackson, Program Planning and Review Specialist

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.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Front Door Agency, Inc.		1.4 Contractor Address 7 Concord Street Nashua NH 03064	
1.5 Contractor Phone Number 603-886-2866	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$165,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Erin K. Almeda</i>		1.12 Name and Title of Contractor Signatory <i>Erin K. Almeda President, Board of Directors</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/20/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Maryse Wirbal</i>			
1.13.2 Name and Title of Notary or Justice of the Peace MARYSE A. WIRBAL, Notary Public My Commission Expires August 24, 2016			
1.14 State Agency Signature <i>Mary Ann Conway</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN CONWAY Associate Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. York</i> Megan A. York, Attorney On: <u>7/31/17</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: EKA
Date: 6/21/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: EKA
Date: 6/20/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
 - 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
 - 1.5. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
 - 1.6. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
 - 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.



Exhibit A

2. SERVICES:

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

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

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

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

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



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.



Method and Conditions Precedent to Payment

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

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

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$82,500.00
SFY17	not to exceed \$82,500.00

July 1, 2015 – June 30, 2017: not to exceed \$165,000.00

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

Transitional Shelter Services	\$120,000.00
Intervention	\$45,000.00
Total program amount	\$165,000.00

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

2. REPORTS

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

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

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

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



Exhibit B

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



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

6/26/15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

6-26-15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6-26-15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors



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

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

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

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

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

Exhibit G

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

Contractor Initials

EKA

Date

4/26/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

6/26/15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors

Exhibit G

Contractor Initials EKA

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

Date 6/26/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/26/15
Date

Erin K. Almeda
Name: Erin K. Almeda
Title: President, Board of Directors



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

EKA

6/26/15



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS
 The State
Mary Ann Conway
 Signature of Authorized Representative
Mary Ann Conway
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
7/17/15
 Date

The Front Door Agency, Inc.
 Name of the Contractor
Erin K. Almeda
 Signature of Authorized Representative
Erin K. Almeda
 Name of Authorized Representative
President, Board of Directors
 Title of Authorized Representative
6/26/15
 Date



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

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

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

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

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

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

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

Contractor Name:

6/26/15
Date

Erin K. Almeida
Name: Erin K. Almeida
Title: President, Board of Directors



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: 879 861474
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: _____