



Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

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

May 17, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to amend a **sole source** agreement with New Generations, Inc. (Vendor # 177295-B002), 568 Portsmouth Avenue, Greenland, NH 03840, to provide Specialty Shelter services for homeless pregnant women and their babies through the State Grant-in-Aid Funds Program, by increasing the price limitation by \$55,350 from \$110,700 to \$166,050 and extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreement was approved by the Governor and Executive Council on March 9, 2016 (Item #11). This contract is funded with 100% General Funds.

Funding is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

**05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017)  
HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER  
PROGRAM**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	\$55,350	\$0	\$55,350
2017	102-500731	Contracts for Program Services	\$55,350	\$0	\$55,350
2018	102-500731	Contracts for Program Services	\$0	\$55,350	\$55,350
			<b>\$110,700</b>	<b>\$55,350</b>	<b>\$166,050</b>

17C mae

### EXPLANATION

This request is **sole source** because New Generations, Inc. is the only vendor in the state that provides specialty shelter services for homeless pregnant women and their babies.

New Generations, Inc. provides a safe, family-oriented shelter for homeless pregnant women and their babies. Special shelter services include an emergency shelter 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.

The Department is satisfied with the services provided by the vendor. The original agreement reserved 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. The attached amendment calls for the renewal of the provision of these services for one (1) year, leaving one (1) additional year of renewal.

As state in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, individuals and families who are without housing and resources may 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 pregnant women and their babies will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

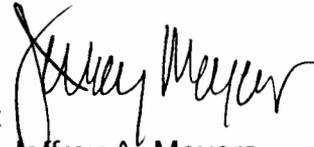
Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

May 23, 2017

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

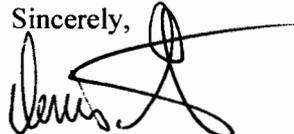
Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract amendment with New Generations, Inc. (Vendor # 177295-B002) of Greenland, NH as described below and referenced as DoIT No. 2018-035A.

The requested action authorizes the Department of Health and Human Services to enter into a **sole source** contract amendment with New Generations, Inc. to continue to provide specialty shelter services for homeless pregnant woman and their babies through the State Grant-In-Aid Funds Program. 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).

The funding amount for this amendment is \$55,350.00, increasing the current contract from \$110,700.00 to \$166,050.00. It shall become effective upon Governor and Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,  
  
Denis Goulet

DG/kaf  
DoIT #2018-035A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services  
State Grant-In-Aid (SGIA) Funds Program**



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

This 1<sup>st</sup> Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Generation, Inc., (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 568 Portsmouth Avenue, Greenland, NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 9, 2016 (Item#11), 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 Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation, to support continued delivery of these services, 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 as follows:

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$55,350 from \$110,700 to read: \$166,050.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
  - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



New Hampshire Department of Health and Human Services  
State Grant-In-Aid (SGIA) Funds Program

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

5/17/17  
Date

Margaret Ryan  
Name: Margaret Ryan  
Title: Director

New Generation, Inc.

5-10-17  
Date

Margaret J. Downey  
Name: Margaret J. Downey  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 10 MAY 2017, before the undersigned officer, personally appeared the person identified directly 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.

Edwin Melin

Signature of Notary Public or Justice of the Peace

**EDWIN V. MELIN, Notary Public**  
**My Commission Expires December 21, 2021**

Name and Title of Notary or Justice of the Peace

EDWIN  
My Commission Expires

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



New Hampshire Department of Health and Human Services  
State Grant-In-Aid (SGIA) Funds Program

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

OFFICE OF THE ATTORNEY GENERAL

5/25/17  
Date

[Signature]  
Name: Megan York  
Title: Attorney

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 – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
  - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$55,350.00
SFY17	not to exceed \$55,350.00
SFY18	not to exceed \$55,350.00
July 1, 2015 – June 30, 2018:	not to exceed \$166,050.00
  - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Specialty Shelter Services	\$166,050.00
Total program amount	\$166,050.00
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 2 CFR Part 200. 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 2 CFR Part 200, 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 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 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.
- 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



Exhibit B – Amendment #1

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 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.

6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

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 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 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 NEW GENERATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 20, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 108968



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

Business Name:	NEW GENERATION, INC.	Business ID:	108968
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/20/1987	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/20/1987	Mailing Address:	NONE
Principal Office Address:	568 Portsmouth Avenue, Greenland, NH, 03840, USA		
Citizenship / State of Incorporation:	Domestic/New Hampshire	Last Nonprofit Report Year:	2005
		Next Report Year:	2020
Duration:	Perpetual	Phone #:	NONE
Business Email:	NONE	Fiscal Year End Date:	NONE
Notification Email:	NONE		

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROVIDE SHELTER & HOME FOR PREGNANT WOMEN & DAY CARE FACILITIES FOR CHILDREN	

Page 1 of 1, records 1 to 1 of 1

# CERTIFICATE OF VOTE

I, Erin Williams, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of New Generation.  
(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 4-20-17;  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 10 day of May, 2017.  
(Date Contract Signed)

4. Margaret Downey is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Erin Williams  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 17 day of May, 2017.

By Erin Williams  
(Name of Elected Officer of the Agency)

Karen M. Anderson  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2-1-2022





### ***Mission Statement***

Our mission is to provide support to homeless women, in crisis during pregnancy, and to mothers and children, in order to foster a new generation of healthy, self-sufficient, fully functioning and happy families.

#### ***New Generation Shelter***

New Generation provides love, respect and care to pregnant homeless women and mothers of young children regardless of race, religion, marital status, disability, or economic status. The shelter program teaches women to become self-sufficient and work towards their daily goals. Each resident receives parenting education, nutrition and health education, counseling, job skills, life skills, and transportation to a network of partnering agencies.

#### ***Second Generation Thrift Shoppe and Generation Gap Furniture Barn***

Second Generation Thrift Shoppe and Generation Gap Furniture Barn are services of New Generation, Inc. that provide affordable clothing, household items, and furniture to the community. Both services sell donations from within our community and throughout the seacoast. All proceeds are then used to support New Generation operating expenses.

#### ***Next Generation Infant & Toddler Center***

Next Generation is a service of New Generation, Inc. that is state-licensed and provides quality childcare for families in our community. Next Generation accepts Title XX assistance to help families and former shelter residents to work towards self-sufficiency. The children at Next Generation are given opportunities to explore and discover the world around them in a safe environment while building self-confidence and a sense of independence.

#### ***Transitional Apartment***

New Generation has a two-bedroom transitional apartment which was built in response to the serious housing crisis affecting New Hampshire's seacoast communities. The apartment's purpose is to provide temporary housing (up to 18 months) to one woman and her children who may need time to overcome obstacles such as a job loss, divorce, etc.

568 Portsmouth Avenue, PO Box 676, Greenland, NH 03840  
Phone/Fax 603-436-4989 ■ web site: [www.newgennh.com](http://www.newgennh.com) ■ email: [newgen4989@newgenerationinc.org](mailto:newgen4989@newgenerationinc.org)  
a not-for-profit corporation

# **New Generation, Inc.**

## **Audited Financial Statements**

*For the Years Ended June 30, 2016 and 2015  
With Independent Auditors' Report*

**NEW GENERATION, INC.**

**AUDITED FINANCIAL STATEMENTS**

For the Years Ended June 30, 2016 and 2015

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
New Generation, Inc.

We have audited the accompanying financial statements of New Generation, Inc. which comprise the statement of financial position as of June 30, 2016, and the related statement of activities and changes in net assets 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.

### **Auditors' 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 from material misstatement.

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Generation, Inc. as of June 30, 2016, and the results of its activities and 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.

To the Board of Directors  
New Generation, Inc.

**Other Matter**

The financial statements of New Generation, Inc. as of and for the year ended June 30, 2015, were audited by other auditors whose report dated September 4, 2015 expressed an unmodified opinion on those statements.

Portsmouth, New Hampshire  
\_\_\_\_\_, 2016

**NEW GENERATION, INC.**

STATEMENTS OF FINANCIAL POSITION

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 13,936	\$ 41,862
Contributions receivable	55,749	32,247
Inventory	30,000	73,000
Prepaid expenses	<u>7,805</u>	<u>6,875</u>
Total current assets	107,490	153,984
Building and equipment, at cost:		
Building and improvements	777,114	773,777
Vehicles	18,889	18,889
Furniture and equipment	<u>43,377</u>	<u>43,377</u>
	839,380	836,043
Accumulated depreciation	<u>(517,472)</u>	<u>(492,019)</u>
Total building and equipment	321,908	344,024
Other assets:		
Investments	133,602	121,704
Deposits	<u>1,200</u>	<u>1,200</u>
Total other assets	<u>134,802</u>	<u>122,904</u>
Total assets	<u>\$ 564,200</u>	<u>\$ 620,912</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 5,826	\$ 7,037
Accrued payroll related expenses	11,344	17,569
Current portion of long-term debt	<u>11,868</u>	<u>11,290</u>
Total current liabilities	29,038	35,896
Long-term debt, less current portion above	<u>292,975</u>	<u>304,745</u>
Total liabilities	322,013	340,641
Net assets:		
Unrestricted	242,187	276,171
Temporarily restricted	<u>—</u>	<u>4,100</u>
Total net assets	<u>242,187</u>	<u>280,271</u>
Total liabilities and net assets	<u>\$ 564,200</u>	<u>\$ 620,912</u>

See accompanying notes.

**NEW GENERATION, INC.**

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Revenue:		
Fund raising activities	\$ 114,452	\$ 127,917
State funding	55,350	61,670
Grants	48,175	52,378
Donations – in-kind	16,666	38,542
Donations – cash	77,316	59,466
Resident payments	7,369	8,818
Investment income	(10,037)	5,419
Change in market value	<u>8,733</u>	<u>(3,618)</u>
Total revenue	318,024	350,592
Expenses:		
Program expenses	231,854	281,617
Fundraising expenses	46,791	54,186
Administrative expenses	<u>60,284</u>	<u>69,536</u>
Total expenses	338,929	405,339
Net assets released from restrictions for capital acquisitions	–	10,251
Net assets released from restrictions for operations	4,100	29,981
Thrift stores:		
Revenue	257,915	419,565
Operating expenses	<u>(275,094)</u>	<u>(423,910)</u>
Total thrift stores	<u>(17,179)</u>	<u>(4,345)</u>
Decrease in unrestricted net assets	(33,984)	(18,860)
Temporarily restricted nets assets:		
Contributions	–	20,000
Net assets released from restrictions for capital acquisitions	–	(10,251)
Net assets released from restrictions for operations	<u>(4,100)</u>	<u>(29,981)</u>
Decrease in temporarily restricted net assets	<u>(4,100)</u>	<u>(20,232)</u>
Total decrease in net assets	(38,084)	(39,092)
Net assets, beginning of year	<u>280,271</u>	<u>319,363</u>
Net assets, end of year	\$ <u>242,187</u>	\$ <u>280,271</u>

See accompanying notes.

**NEW GENERATION, INC.**

**STATEMENTS OF CASH FLOWS**

For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Change in net assets	\$ (38,084)	\$ (39,092)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	25,453	25,559
Reinvested investment income	10,528	(11,739)
Change in market value of investments	(8,733)	3,618
Restricted contributions	-	(20,000)
Donated investment	(13,693)	(417)
Changes in operating assets and liabilities:		
Grants and contributions receivable	(23,502)	(24,197)
Inventories	43,000	38,000
Prepaid expenses	(930)	(1,354)
Accounts payable	(1,211)	247
Accrued payroll related expenses	(6,225)	1,631
Other current liabilities	<u>-</u>	<u>(195)</u>
Net cash used by operating activities	(13,397)	(27,939)
Cash flows from investing activities:		
Payments for the purchase of building and equipment	<u>(3,337)</u>	<u>(10,251)</u>
Net cash used by investing activities	(3,337)	(10,251)
Cash flows from financing activities:		
Restricted contributions	-	20,000
Principal payments on long-term debt	<u>(11,192)</u>	<u>(10,286)</u>
Net cash (used) provided by financing activities	<u>(11,192)</u>	<u>9,714</u>
Net decrease in cash and cash equivalents	(27,926)	(28,476)
Cash and cash equivalents, beginning of year	<u>41,862</u>	<u>70,338</u>
Cash and cash equivalents, end of year	<u>\$ 13,936</u>	<u>\$ 41,862</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	<u>\$ 3,292</u>	<u>\$ 3,500</u>

See accompanying notes.

# NEW GENERATION, INC.

## NOTES TO FINANCIAL STATEMENTS

June 30, 2016 and 2015

### 1. Summary of Significant Accounting Policies

#### Organization

New Generation, Inc. (New Generation) is a non-profit organization that operates a shelter home for pregnant women in Greenland, New Hampshire. New Generation also runs two thrift shops open to the public that sell donated items. One of these thrift shops closed in November 2015.

#### Cash and Cash Equivalents

For purposes of reporting cash flows, New Generation includes cash on hand, amounts held in various bank accounts and short-term, highly liquid investments as cash, unless segregated for long-term purposes in the investment portfolio. New Generation maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. New Generation has not experienced any losses on such accounts.

#### Contributions Receivable

Unconditional promises to give are recorded as pledges receivable at a present value using a risk-free rate of return, less an appropriate allowance for uncollectible pledges at the time the pledge is made. The allowance for uncollectible pledges is based on an overall review of outstanding pledges and an analysis of individual large pledges outstanding. Pledges are written off when deemed uncollectible.

#### Contributions

Unconditional grants and contributions of cash and other assets received without donor stipulations are reported as unrestricted revenue and net assets. Contributions of assets other than cash are recorded at their estimated fair value. Contributions received with a donor stipulation that limits their use are reported as temporarily or permanently restricted net assets. When a donor stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions.

Unconditional grants and contributions expected to be collected within one year are reported at their net realizable value. Unconditional contributions expected to be collected in future years are initially reported at fair value determined using the discounted present value of estimated future cash flows technique.

Conditional contributions depend on the occurrence of a specified future and uncertain event to bind the potential donor and are recognized as assets and revenue when the conditions are substantially met and the contribution becomes unconditional or irrevocable.

#### Inventory

Inventory consists of donated clothing, toys, furnishings, books, and other items held for sale in the thrift shops, and is stated at net realizable value.

# NEW GENERATION, INC.

## NOTES TO FINANCIAL STATEMENTS

June 30, 2016 and 2015

### 1. Summary of Significant Accounting Policies (Continued)

#### Property and Equipment

Purchased assets are carried at cost, and donated assets are recorded based on their fair market values at the time of the donation, less accumulated depreciation. Major additions are included in the property accounts while maintenance and repairs which do not improve or extend the life of the assets are expensed as incurred. Depreciation is calculated using the straight-line and accelerated methods over the estimated useful lives of the related assets, which range from 5 to 39 years. Depreciation expense for the years ended June 30, 2016 and 2015 was \$25,453 and \$25,559, respectively.

#### Advertising Costs

Advertising costs are expensed as incurred. Advertising expense for the years ended June 30, 2016 and 2015 was \$175 and \$1,000, respectively.

#### Classification of Net Assets

Net assets are classified and reported based on the existence or absence of donor-imposed restrictions. New Generation considers contributions to be temporarily restricted if they are received with donor stipulations that restrict the timing or purpose of expending the donated assets. All such contributions are reported as permanently restricted or temporarily restricted depending upon specific language in the contribution, pledge, or gift instrument.

The following provides a description of the net asset classifications represented in New Generation's assets:

Unrestricted net assets include amounts appropriated for expenditure from temporarily restricted net assets and those without donor-imposed restrictions. New Generation records as unrestricted contributions restricted contributions whose restrictions are met in the same reporting period. Income derived from the unrestricted assets is classified as unrestricted.

Temporarily restricted net assets include grants and contributions for which donor or grantor imposed restrictions have not yet been met. Assets are released from restrictions as expenditures are made in line with the restrictions called for under the terms of the contribution or grant.

Permanently restricted net assets include the portion of donor-restricted endowment funds that are deemed to be permanently restricted by explicit donor stipulation. New Generation has no permanently restricted net assets.

#### Use of Estimates

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

NEW GENERATION, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2016 and 2015

1. **Summary of Significant Accounting Policies (Continued)**

*Income Taxes*

New Generation is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. As such, no tax provisions have been made in the accompanying financial statements. New Generation has adopted provisions of the Financial Accounting Standards Board in Accounting Standards Codification (ASC) Topic 740-10. New Generation's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2016 and 2015, there were no penalties or interest assessed or paid. New Generation files informational returns in the U.S. federal and state jurisdictions.

*Reclassifications*

Certain prior year amounts have been reclassified to permit comparison with the current year presentation.

*New Accounting Pronouncement*

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, that changes how a not-for-profit organization classifies its net assets, as well as the information it presents in financial statements and notes about its liquidity, financial performance, and cash flows. The ASU requires amended presentation and disclosures to help not-for-profits provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. The amendments are effective for annual financial statements issued for fiscal years beginning after December 15, 2017, and for interim periods within fiscal years beginning after December 15, 2018. Application to interim financial statements is permitted but not required in the initial year of application. Early application of the amendments is permitted. New Generation is assessing the impact of the ASU on its financial statements.

*Subsequent Events*

For the purpose of recognition and disclosure in the financial statements, management has evaluated subsequent events through \_\_\_\_\_, 2016, which is the date the financial statements were available to be issued.

2. **Note Payable**

New Generation has a line of credit with a bank. The maximum amount that may be borrowed on the line as of June 30, 2016 and 2015 was \$50,000. The line bears interest at 1.5% over prime (5% at June 30, 2016). The line is secured by all the assets of New Generation. There was no outstanding borrowing on the line at June 30, 2016 and 2015.

**NEW GENERATION, INC.**

NOTES TO FINANCIAL STATEMENTS

June 30, 2016 and 2015

**3. Long-Term Debt**

Long-term debt consisted of the following at June 30:

	<u>2016</u>	<u>2015</u>
Note payable to New Hampshire Housing Finance Authority in monthly installments of principal and interest of \$1,170 at 5% interest, through April 2020, secured by real estate	\$ 48,896	\$ 60,186
Note payable to New Hampshire Housing Finance Authority with no interest, and the principal due in a lump sum payment in September 2027, with the option of extension, secured by real estate	<u>257,040</u>	<u>257,040</u>
	305,936	317,226
Less debt issuance costs	<u>1,093</u>	<u>1,191</u>
Long term debt, net of debt issuance costs	304,843	316,035
Less current portion	<u>(11,868)</u>	<u>(11,290)</u>
	<u>\$292,975</u>	<u>\$304,745</u>

Annual maturities are as follows, inclusive of expected amortization of debt issuance costs:

2017	\$ 11,868	
2018	12,377	
2019	13,016	
2020	11,341	
2021	-	
2022 and thereafter	<u>256,241</u>	
	<u>\$304,843</u>	

**4. Investments and Fair Value**

New Generation presents investments at fair value in compliance with the FASB in ASC Topic 820, *Fair Value Measurements and Disclosures*. ASC Topic 820 establishes a framework for measuring fair value and requires assets and liabilities measured at fair value be segregated into the following three categories: (1) Level 1, fair values obtained from quoted prices in active markets for identical assets and liabilities; (2) Level 2, fair values obtained from significant other observable inputs, such as quoted prices for similar assets and liabilities in active markets; and (3) Level 3, fair values obtained from significant unobservable inputs. All of New Generation's investments measured at fair value are measured using level 1 inputs.

**NEW GENERATION, INC.**

**NOTES TO FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**4. Investments and Fair Value (Continued)**

Investments consisted of the following at June 30:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 51,198	\$ 7,081
Equities	35,962	31,954
Mutual funds	46,442	67,208
Fixed income	<u>—</u>	<u>15,461</u>
	<u>\$133,602</u>	<u>\$121,704</u>

**5. Lease Commitment**

New Generation has entered into operating lease agreements to rent retail space and office equipment. The retail space lease agreement expired as of December 1, 2015, after closure of the Seabrook thrift store. The terms of the office equipment lease are 48 months with an option to purchase the equipment at fair market value at the end of the lease. Rent for the years ended June 30, 2016 and 2015 was \$5,664 and \$15,247, respectively.

The future minimum lease payments on the operating leases are as follows:

2017	\$ 864
2018	<u>72</u>
	<u>\$ 936</u>

**6. Restatement**

New Generation has restated its previously issued 2015 financial statements to correct the activity in temporarily restricted net assets and the classification of cash equivalents in the investment portfolio. The correction has not resulted in a change to total net assets or change in net assets for 2015.

**NEW GENERATION, INC.**

NOTES TO FINANCIAL STATEMENTS

June 30, 2016 and 2015

**6. Restatement (Continued)**

The effect on New Generation's previously issued 2015 financial statements is summarized as follows:

**Statement of Financial Position as of June 30, 2015**

	<u>Previously Reported</u>	<u>Increase (Decrease)</u>	<u>Restated</u>
Cash and cash equivalents	\$ 48,943	\$ (7,081)	\$ 41,862
Investments	114,623	7,081	121,704
Total assets	620,912	-	620,912
Unrestricted net assets	248,147	28,024	276,171
Reserve for Replacements	28,024	(28,024)	-
Temporarily restricted net assets	32,124	(28,024)	4,100
Total liabilities and net assets	620,912	-	620,912

**Statement of Activities and Changes in Net Assets for the year ended June 30, 2015**

	<u>Previously Reported</u>	<u>Increase (Decrease)</u>	<u>Restated</u>
<u>Unrestricted</u>			
Grants	\$ 50,378	\$ 2,000	\$ 52,378
Total revenue	348,592	2,000	350,592
Net assets released from restrictions for operations	34,443	(4,462)	29,981
Change in net assets	(16,398)	(2,462)	(18,860)
Net assets, end of year	248,147	28,024	276,171
<u>Temporarily Restricted</u>			
Contributions	22,000	(2,000)	20,000
Total revenue and support	22,000	(2,000)	20,000
Net assets released from restrictions for operations	(34,443)	4,462	(29,981)
Change in net assets	(22,694)	2,462	(20,232)
Net assets, end of year	32,124	(28,024)	4,100

NEW GENERATION, INC.

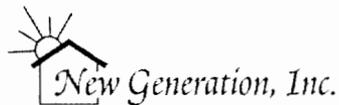
NOTES TO FINANCIAL STATEMENTS

June 30, 2016 and 2015

7. **Functional Expenses**

Expenses by functional classification at June 30, 2016 and 2015 are as follows:

	<u>2016</u>	<u>2015</u>
Program expenses:		
Salaries and wages	\$120,976	\$143,769
Housing expense – other	34,146	47,223
Payroll taxes and benefits	25,061	29,603
Depreciation	25,453	25,559
Housing expense – utilities	7,650	16,683
Insurance	9,454	8,739
Travel	4,090	3,685
Interest	3,390	3,598
Miscellaneous	<u>1,634</u>	<u>2,758</u>
	231,854	281,617
Fundraising expenses:		
Salaries and wages	17,878	34,127
Events expense	18,761	10,933
Payroll taxes and benefits	2,668	4,868
Office expense	6,738	3,250
Other fundraising expenses	<u>746</u>	<u>1,008</u>
	46,791	54,186
Administrative expenses:		
Salaries and wages	39,679	38,476
Professional fees	3,261	10,886
Office expense	4,804	5,796
Payroll taxes and benefits	5,135	4,997
Telephone	4,558	4,204
Other expenses	2,274	3,560
Advertising	–	1,000
Insurance	<u>573</u>	<u>617</u>
	<u>60,284</u>	<u>69,536</u>
	<u>\$338,929</u>	<u>\$405,339</u>



## **BOARD OF DIRECTORS 2017**

**Erin Williams, President**  
**Joined in 2012, President in 2015-2018**  
Pfizer, Inc. - Senior Healthcare Representative

**Julie Bailey, Vice President**  
**Joined in 2012, Vice President 2016-2018**  
**Chair, Auction Committee**  
Exeter Health Resources - Nursing Development  
Specialist

**Tracy Hardekopf, Secretary, Personnel  
Committee**  
**Joined in 2009, Secretary 2015-2017**  
Frisbee Memorial Hospital – HR Specialist

**Paul Neveu, Treasurer**  
**Joined in 2001, Treasurer 2015-2017**  
**Chair, Facility & Thrift Shoppe Committee**  
BPAS  
Senior Vice President, Sales & Marketing

**Tom Giancola**  
**Joined 2016**  
Graduated Student UNH

**Kennedy Nickerson**  
**Joined 2016**  
Graduate Student UNH

**Suzanne Johnson Weissman**  
**Joined 2014**  
Clinical Risk Manager, Registered Nurse

**Kristen Power**  
**Joined 2014**  
National Director, Business Development  
National Association of Independent Schools

**Dr. Sonja Nelson**  
**Joined 2015**  
OB-GYN, Harbour Women's Health

# Meg Downey

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## Education

### **MASTERS OF SOCIAL WORK**

*University of New Hampshire*

2008-2010

*Durham, NH*

### **BACHELOR OF ARTS: PSYCHOLOGY AND SOCIOLOGY-SOCIAL SERVICES**

*University of Massachusetts Amherst*

2004-2008

*Amherst, MA*

## Professional Social Work Experience

### **EXECUTIVE DIRECTOR**

### **RESIDENTIAL MANAGER**

*New Generation*

**DECEMBER 2012-PRESENT**

**MARCH 2012- DECEMBER 2012**

*Greenland, NH*

- Responsible for oversight of all New Generation, Inc. operations including areas of:
  - Policy creation/revision
  - Property Maintenance
  - Tax Exemption status maintenance with state and local agencies.
- Fund Development: Plan and implement annual fundraising events. Applying for grants. Donor stewardship and processing donations. Utilizing Little Green Light to send out acknowledgments in a timely manner. Act as a public relation agent for New Generation and may help further public policy supporting homeless shelters in the State of New Hampshire.
- Human Resource management:
  - Recruiting, hiring, training and supervising all employees of New Generation and Second Generation.
  - Responsible for scheduling staff to ensure 24/7 coverage at the shelter.
  - Processing Worker's Compensation claims.
- Responsible for oversight of financial management, retail management, care management, program development and evaluation, volunteer program, budgeting, accounting and operational staff.
- Executes the strategic plan as established by the Board of Directors Oversee the financials produced monthly. Collaborate on the creation of the annual budget.

### **OUTREACH THERAPIST**

*Seacoast Mental Health Center*

**JUNE 2010- MARCH 2012**

*Exeter, NH*

- **Intake:** Assess individuals seeking therapeutic and psychiatric services. Complete psychosocial assessment gathering information from past and present including functional impairments. Diagnose clients utilizing criterion from the Diagnostic Statistical Manual.
- **Individual Therapy:** Provide individual psychotherapy to clients utilizing Cognitive Behavioral Therapy as well as Dialectical Behavioral Therapy strategies.
- **Dialectical Behavioral Group Therapy:** Plan and implement group sessions once a week for individuals seeking psycho-education to increase core mindfulness skills, emotion regulation skills, distress tolerance skills and interpersonal effectiveness skills in order to improve functioning.
- **Functional Support Services:** Provide support to clients diagnosed with SPMI with assistance and support to remain within the community. Tasks include medication administering, assist clients in completing paperwork and obtaining documentation to maintain federal and state benefits, assist clients in completing tasks such as grocery shopping and refer clients to local agencies to meet their basic needs and to improve quality of life.

**ADVANCED MSW INTERNSHIP**  
*Division for Children, Youth and Families*  
*Federal IV-E Grant Recipient*

SEPTEMBER 2009- MAY 2010  
*Portsmouth/ Concord, NH*

- Assessment Worker: Visited clients homes in order to investigate for children's safety and whether they can be maintained in their home.
- Family Service Worker: Worked with clients individually towards permanency goals, work with families in achieving permanency goals, utilizing the 3-5-7 Model of Therapy.
- Parent Aide: Supervised parenting opportunities for birth parents who are working to reunify with their children, prompted them in how to care for their children, provided them with education on child development and attachment.
- Collaborative Case Management: Collaborated with clients in developing case plans and goals while utilizing the strengths perspective, assisted clients in finding local services, communicated with service providers in team meetings as well as through telephone communication to assure that all services are being provided and utilized.

**FUNCTIONAL SUPPORT STAFF**  
*Community Partners*

2009  
*Dover, NH*

- Resiliency Coaching: Worked with clients diagnosed with behavioral challenges to identify coping skills, behavioral triggers, and improved communication with families.
- Recovery-Based Support: Counseled clients to overcome past emotional, verbal and physical trauma.
- Community-Based Intervention: Assisted clients in appropriately integrating with peers and in the development of social skills and boundaries; redirect and prompt clients when necessary.
- Parent/Guardian Liaison: Facilitated parent/guardian involvement in client recovery.

**MSW CLINICAL INTERNSHIP**

2008- 2009

*After School Achievement Program at Family Strength*      *Concord, NH*

- Individual Therapy: Provided individual counseling to clients utilizing Cognitive Behavioral Therapy techniques.
- Family Therapy: Conducted in home family therapy sessions utilizing multiple theoretical frameworks.
- Youth Group Counseling: Planned and implemented group sessions once a week for at risk middle school youth. Topic included: academic achievement, emotional support and development.
- Multi-family Groups: Organized and facilitated group sessions covering topics including substance abuse, bullying and peer pressure for middle at risk middle school youth and their parents.
- Collaborative Case Management: Worked with school staff including teachers, guidance counselors as well as outside mental health care providers to ensure clients were receiving appropriate treatment.

**Qualifications and Skills**

- Grant Writing
- Planning Fundraisers
- Donor Stewardship
- Individual psychotherapy DBT and CBT trained, Case management, Crisis intervention and Risk assessment, Client assessment and Treatment planning
- Proficient in Little Green Light, MS Office, SPSS, EHR, and other applications

# Jeffrey A. Atwood, LSW

## EDUCATION

**University of Chicago, School of Social Service Administration**  
A.M. - Social Work (MSW Equivalent) (June 2013)

**Capital University, Columbus, Ohio**  
Bachelor of Arts - Religious Studies (December 2003)

## EXPERIENCE

New Generation, Inc., Greenland, NH

August 2016-Present

### ***Case Manager***

- Provide individualized case management for residents of a women's homeless shelter, focusing on securing income, employment, health care, and housing.
- Manage day to day operations of the shelter, ensuring that adequate meals are prepared and house chores are completed.
- Manage Homelessness Management Information System (HMIS) database for the agency.

Trilogy Behavioral Health, Chicago, IL

August 2014-June 2016

### ***ACT (Assertive Community Treatment) Team Leader*** (February 2015-June 2016)

- Provide individual supervision for a staff of 13 and oversight of service provision and fidelity to the ACT model for a caseload of 56.
- Conduct and review mental health assessments and treatment plans for all clients.
- Track and ensure timely completion of all treatment plans, LOCUS assessments, registrations, and insurance authorizations.
- Manage daily schedule to ensure that all clients receive appropriate care and contact with recovery counselors, CADC specialist, employment specialist, and RN's.

### ***ACT (Assertive Community Treatment) Employment Specialist*** (August 2014-February 2015)

- Work as part of an assertive community treatment team to provide case management, individual skills training, medication training, crisis intervention, linkage to community resources, advocacy, assessment, and treatment planning for persons with serious mental illness living in the community.
- Provide recovery centered employment support for persons with serious mental illness.

Corporation for Supportive Housing, Chicago, IL

August 2012-September 2013

### ***Intern (8/12-6/13), Consultant (6/13-9/13)***

- Assisted organizational planning by researching and writing a 180 page report, assessing the potential for the creation re-entry permanent supportive housing in CSH's central region.
- Compiled housing inventory and population survey information to assist a CoC training initiative.
- Administered a Medicaid Survey for housing providers and assisted in the analysis of the results.

Mercy Housing Lakefront, Chicago, IL

January 2011-September 2011

### ***Case Manager***

- Managed a caseload of 22 residents in a supportive housing apartment building.
- Advocated on behalf of the tenants and made referrals when necessary.
- Maintained tenant case management records.

Chicago Area Project, Chicago, IL

November 2009-November 2010

### ***Community Advocate/AmeriCorps VISTA***

- Planned and organized "Pathways to Self Sufficiency" Career and Resource Fair with more than 20 employers and resources and more than 150 job seekers in attendance.
- Developed an employer network for Mercy Housing resident employment programs.
- Monitored and guest taught Service and Business Occupations Class.

## Lauren E McGinley

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### Objective

I welcome the opportunity to work as an integral part of a team of community members that are dedicated to the health, safety, and advocacy of families in New Hampshire and the surrounding area.

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### Work Experience

#### **New Generation Inc.**

Greenland, New Hampshire  
603-436-4989

Parenting Education and Aftercare Coordinator, August 2012-Current  
Whole Health Outreach Coordinator August 2008-August 2012

I am currently employed as the Parenting Education and Aftercare Coordinator at New Generation Inc, in Greenland, New Hampshire. This is a facility dedicated to providing long term support, education, and shelter to homeless pregnant and parenting women. My previous position as the Whole Health Outreach Coordinator involved developing the current policies and practices of the shelter. Proficient use of Google Drive for various projects and presentations.

#### **Joan G. Lovering Health Center**

Greenland, NH  
603-436-7588

Clinic Support Staff, October 2013 - February 2017

In October of 2013 I was excited to begin working with The Joan G. Lovering Health Clinic (formerly the Feminist Health Center). Duties included health counseling, organizational tasks, proficient use of Word and Excel, and the scheduling of appointments all with a strong understanding and commitment to HIPAA standards.

#### **Blue Moon Market (Currently Blue Moon Evolution) April, 2006- June, 2008**

Exeter, NH  
603-778-6850

I am so thankful for my time spent at Blue Moon Marketplace and Green Earth Cafe for exposing me to the thriving and vibrant community here on the Seacoast. Connecting local farms and consumers was an exciting experience and I learned so much about our local food supply and the power of community involvement.

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### Education

**Goddard College**

123 Pitkin Rd.

Plainfield, VT, 05667

I am currently finishing my BA in Health Arts and Sciences at Goddard College. The emphasis of my studies has been in Community Health Outreach and Integration.

**Bow High School**

32 White Rock Hill Rd,

Bow, NH, 03304

603 228 2210

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**Skills and Certifications**

Certified Facilitator

**The Nurturing Parenting Program**

This is an evidence based parent/child education program developed by Dr. Stephen J. Bavolek. I facilitate one weekly group session with 7-10 women and one weekly individual session.

**Certified ServSafe Food Handler**

As part of my ongoing work with the New Hampshire Food Bank, I completed a Safe Food Handling training.

**Certified Red Cross First Aid/ CPR/ AED Instructor**

I am titled as an "Authorized Provider" to instruct and certify individuals in First Aid, CPR and AED use. I am able to provide this service to the employees and volunteers of the organization that employs me.

**Certified Infant Massage Instructor**

Liddle Kidz Foundation

I am able to provide professional instruction of the techniques of infant massage to parents and caregivers. I recently traveled to Vietnam with 14 other women to introduce infant massage techniques to 10 different orphanages throughout the country.

**State of New Hampshire Certified HCV Counselor**

I am certified to provide education on the most current prevention methods and health practices concerning Hepatitis C.

**Certified in CPI (Crisis Prevention and Intervention)**

I have attended many different trainings offered by the State of New Hampshire, including a training in Substance Abuse Counseling, Safe Food Handling, and Bloodborne Pathogen Education.

**New Generation Inc.**  
**POSITION DESCRIPTION**

<b>Position Title:</b>	Resident Support Staff	<b>Position Level:</b>
<b>Department:</b>	Shelter	<b>Cost Center:</b>
<b>Reports To:</b>	Executive Director	<b>Date Evaluated:</b>
<b>Supervises:</b>	N/A	<b>Date Reviewed:</b>
		<b>Date Revised:</b>

\*\*\*\*\*

**Position Objective:**

To provide one-on-one support to the residents of New Generation, to help them achieve their goals and succeed in life.

**Essential Position Functions:**

1. Provide general support and encouragement of the residents' physical, emotional, spiritual, social and interpersonal development.
2. Advocate for residents, making referrals to and collaborating with appropriate resources and community organizations.
3. Teach parenting and life-management skills on an informal daily basis.
4. Oversee family-style evening meals, encouraging appropriate participation and communication.
5. Orient new residents, assisting them with basic necessities upon arrival, instruction about chores and rules in the house.
6. Ensure that guidelines are followed, including chore and community service completion.
7. Complete all paperwork requirements, including staff notes regarding each resident when on duty.
8. Provide transportation as needed.
9. Contribute to the overall cleanliness and upkeep of the shelter; this includes completing shift assignments as requested.
10. Provide aftercare services as able and appropriate and document visits, phone calls, and other interactions with previous residents in aftercare section of staff notes binder.

**Non-Essential Position Functions:**

11. Attend staff meetings. Attend work related trainings as required.
12. Additional tasks as assigned by the Executive Director.

**Position Qualifications:**

The position requires a High School Diploma. Experience in a non-profit helpful. CPR/First Aid Certification or willingness to obtain within 90 days of employment. Ability to transport clients in personal vehicle. Valid driver's license and adequate car insurance required.

**Skills:**

Excellent organizational and communication skills are required. Experience and knowledge of Microsoft Word, Windows, and email required.

**Physical Demands:**

Must be able to perform the following physical activities with or without the aid of mechanical devices or a combination of skills that will result in the safe performance of the job.

Primary functions demand ability to:

Bend the spine or to squat, intermittently, less than 33% of the shift;

Reach with hand(s) and arm(s) in any direction, intermittently, for up to 66% of the shift;

Push and pull with up to 25 pounds of pressure, intermittently, up to 33% of the shift;

Lift and carry up to 30 pounds maximum, up to 5 pounds frequently;

Grip/ grasp and do fine motor work with the hands and fingers, such as writing, managing paperwork and Files, keying, and managing equipment up to 100% of the shift;

Perceive attributes of objects, such as color, shape, size and location by sight;

Express and exchange ideas by means of the spoken word;

Receive detailed information through oral communication;

Read and write, including paper and computer communication, preparing and analyzing data and figures, and computer terminal operation;

Stand for 1 to 10 minutes at a time, up to 33% of the shift total;

Walk for 1 to 5 minutes at a time, up to 33% of the shift total;

Sit for 5 to 60 minutes at a time, up to 66% of the shift total.

**Equipment Used:**

Required to use telephones, computers, fax machines, copier.

**Mandatory Training and Education:**

Required to review all New Generation policies annually

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Executive Director

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Vice President, Board of Directors

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President, Board of Directors

**New Generation Inc.**  
568 Portsmouth Ave.  
Greenland, NH 03840

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meg Downey	Executive Director	\$48,089	11.5%	\$6,011
Lauren McGinely	Parenting Education and Aftercare Coordinator	\$29,120	50%	\$14,560
Jeff Atwood	Case Manager	\$33,280	50%	\$16,640
Resident Support Staff		\$38,885	100%	\$38,885



Jeffrey A. Meyers  
Commissioner

Mary Ann Cooney  
Associate Commissioner

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

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mac

February 1, 2016

3/9/16 #11

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, Bureau of Homeless and Housing Services to enter into a **retroactive, sole source** agreement with New Generations, Inc. (Vendor # 177295-B002), 568 Portsmouth Avenue, Greenland, NH 03840, to provide Specialty Shelter services for homeless pregnant women and their babies through the State Grant-in-Aid Funds Program, in an amount not to exceed \$110,700 effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. This contract is funded with 100% General Funds.

Funding is available in the following account for State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of 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**

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$55,350
2017	102-500731	Contracts for Program Services	\$55,350
			<b>\$110,700</b>

**EXPLANATION**

This request is **retroactive** because there was a delay with receiving the executed contract documents from the vendor. This request is **sole source** because New Generations, Inc. is the only vendor in the state that provides specialty shelter services for homeless pregnant women and their babies.

New Generations, Inc. provides a safe family-oriented shelter for homeless pregnant women and their babies. Special shelter services include 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.

The attached contract calls 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, continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorize 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

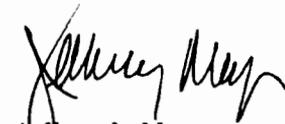
Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Jeffrey A. Meyers  
Commissioner

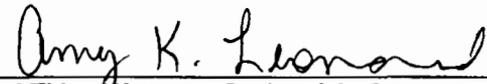
Subject: State Grant-In-Aid Funds Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord NH 03301	
<b>1.3 Contractor Name</b> New Generation, Inc.		<b>1.4 Contractor Address</b> 568 Portsmouth Avenue Greenland NH 03840	
<b>1.5 Contractor Phone Number</b> 603-570-2462	<b>1.6 Account Number</b> 05-95-42-423010-7928-102-500731	<b>1.7 Completion Date</b> June 30, 2017	<b>1.8 Price Limitation</b> \$110,700
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Margaret J. Connelly, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Rockingham</u> On <u>1/9/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Amy K. Leonard			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN COONEY Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Tapscott - Attorney On: <u>1/9/16</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

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.



Exhibit B

**Method and Conditions Precedent to Payment**

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

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

Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$55,350.00
SFY17	not to exceed \$55,350.00

July 1, 2015 – June 30, 2017: not to exceed \$110,700.00

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

Specialty Shelter Services \$110,700.00

Total program amount \$110,700.00

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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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 with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**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: New Generation Inc

10-13-2015  
Date

M. J. Connelly  
Name: Meg Connelly  
Title: Executive Director



**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: *New Generation Inc*

10-13-2015  
Date

*Meg Connelly*  
Name: *Meg Connelly*  
Title: *Executive Director*



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: New Generation Inc

10-13-2015  
Date

MJ Connelly  
Name:  
Title:



**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

Contractor Initials

*MJC*

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

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:

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

Contractor Name: New Generation Inc.

10-13-2015  
Date

Meg Connelly  
Name: Meg Connelly  
Title: Executive Director

Exhibit G

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

Contractor Initials MJC



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: *New Generation Inc*

10-13-2015  
Date

*MJ Connelly*  
Name: *Meg Connelly*  
Title: *Executive Director*



**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.

*ML*



Exhibit I

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

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

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



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

*MYC*



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) I, 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.

<u>NH DHHS</u>	<u>New Generation Inc</u>
The State	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>MARY ANN CONRY</u>	<u>Mary Connelly</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>12/30/2015</u>	<u>10-13-2015</u>
Date	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: *New Generation Inc.*

10-13-2015  
Date

*M. Connelly*  
Name: *Meg Connelly*  
Title: *Executive Director*



FORM A

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

1. The DUNS number for your entity is: 960659241
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____