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

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate Commissioner

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November 7, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to amend **sole source** contracts with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program by increasing the price limitations by \$174,588.50 from \$349,177.00 to \$523,765.50, and by extending the completion dates from December 31, 2014 to June 30, 2015, effective upon Governor and Executive Council approval. The original contracts were approved by the Governor and Executive Council on March 26, 2014, (Item #28) and on April 9, 2014, (Item #43). The source of funding is 60.95% Federal Funds and 39.05% New Hampshire General Funds.

Vendor	Vendor #	Location	Amount
Greater Nashua Council on Alcoholism, Inc. (Greater Nashua Service Area)	166574 - B001	615 Amherst Street Nashua, NH	\$27,157.50
Harbor Homes, Inc. (Hillsborough County, Greater Nashua Service Area)	155358 - B001	45 High Street Nashua, NH	\$62,301.00
My Friend's Place (Dover Service Area)	156274 - B001	368 Washington St. Dover, NH	\$54,840.00
Nashua Soup Kitchen and Shelter, Inc. (Greater Nashua Service Area)	174173 - R001	42 Chestnut Street Nashua, NH	\$63,835.50
New Horizons for New Hampshire, Inc. (Greater Manchester Service Area)	175227 - R001	199 Manchester St. Manchester, NH	\$61,978.50
Southwestern Community Services, Inc. (Cheshire and Sullivan Counties)	177511 - B001	63 Community Way Keene, NH	\$91,912.50
The Friend's Program, Inc. (Concord Service Area)	154987 - B001	30 Thompson Street Concord, NH	\$53,946.00
The Salvation Army (McKenna House) (Greater Concord Service Area)	177627 - B001	100 South Fruit St Concord, NH.	\$59,026.50
Tri-County Community Action Program, Inc. (Coos, Carroll and Grafton Counties)	177195 - B009	30 Exchange Street Berlin, NH	\$48,768.00
		Total	\$523,765.50

Funds to support this request are available in State Fiscal Year 2015 in the following accounts with the authority to adjust amounts within the price limitation and to amend the related terms of the contract through the Budget Office, if needed and justified, without further approval from the Governor and Executive Council.

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM**

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

Please see attachment for fiscal details

EXPLANATION

The purpose of this **sole source** request is to provide homeless shelter operations activities to assist homeless individuals, and those threatened with immediate homelessness, through the use of the Emergency Solutions Grant program. This request is for **sole source** amendments because federal regulations require the vendor's names to be specified in advance of the forthcoming grant awards. The U.S. Department of Housing and Urban Development grant regulations specify that funds be obligated to vendors within sixty (60) days of the Department receiving formal notification of the award amounts.

The Emergency Solutions Grant program supports those who are threatened with immediate homelessness due to a housing crisis, and assists individuals and families in quickly regaining stable housing after becoming homeless. This package includes nine of thirteen contract amendments and represents \$523,765.50 of a total amount of \$683,854.50. Contractual obligations vary by vendor and location with six of nine vendors utilizing federal Emergency Solutions Grant matching funds for costs associated with homeless shelter operations such as rent, utilities, insurance, and supplies. The remaining three vendors will utilize State Grant in Aid, New Hampshire general funds for emergency shelter operations and for prevention/intervention services as needed pursuant to their contracts. These services offer support to individuals and families facing housing eviction, mortgage foreclosure and utility disconnection. Approximately 4,200 individuals are served annually by the Emergency Solutions Grant program statewide.

The Department has administered this program for twenty six (26) previous rounds of federal funding. The thirteen (13) original contracts were awarded as the result of a competitive bid process when the Department issued a Request for Proposals at the annual New Hampshire Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and also posted the Request for Proposals on the Department of Health and Human Services' website.

Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, resulting in a statewide increase in demand for these services placed upon the local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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 shelter, health, education and treatment. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 60.95% Federal Funds Catalog of Federal Domestic Assistance (CFDA) #14.231, Federal Agency U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Emergency Solutions Grant Program.


Source of funds: 39.05% New Hampshire General Funds.

In the event that Federal funds became no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by 
Nicholas A. Toumpas
Commissioner

FISCAL DETAILS, EMERGENCY SOLUTIONS GRANT PROGRAM, AMENDMENT # 1

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Greater Nashua Council on Alcoholism, Inc. (Vendor# 166574 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42306010	2014	\$9,052.50	\$0	\$9,052.50
102-500731	Contracts for Program Services	42306010	2015	\$9,052.50	\$9,052.50	\$18,105.00
					Total	\$27,157.50

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

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42306010	2014	\$20,767.00	\$0	\$20,767.00
102-500731	Contracts for Program Services	42306010	2015	\$20,767.00	\$20,767.00	\$41,534.00
					Total	\$62,301.00

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

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42306010	2014	\$18,280.00	\$0	\$18,280.00
102-500731	Contracts for Program Services	42306010	2015	\$18,280.00	\$18,280.00	\$36,560.00
					Total	\$54,840.00

New Horizons for New Hampshire, Inc. (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42306010	2014	\$20,659.50	\$0	\$20,659.50
102-500731	Contracts for Program Services	42306010	2015	\$20,659.50	\$20,659.50	\$41,319.00
					Total	\$61,978.50

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

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42306010	2014	\$17,982.00	\$0	\$17,982.00
102-500731	Contracts for Program Services	42306010	2015	\$17,982.00	\$17,982.00	\$35,964.00
					Total	\$53,946.00

FISCAL DETAILS, EMERGENCY SOLUTIONS GRANT PROGRAM, AMENDMENT # 1

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

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42306010	2014	\$19,675.50	\$0	\$19,675.50
102-500731	Contracts for Program Services	42306010	2015	\$19,675.50	\$19,675.50	\$39,351.00
					Total	\$59,026.50
					Sub-Total	\$319,249.50

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

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

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42307020	2014	\$21,278.50	\$0	\$21,278.50
102-500731	Contracts for Program Services	42307020	2015	\$21,278.50	\$21,278.50	\$42,557.00
					Total	\$63,835.50

Southwestern Community Services, Inc. (Vendor # 177511 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42307020	2014	\$30,637.50	\$0	\$30,637.50
102-500731	Contracts for Program Services	42307020	2015	\$30,637.50	\$30,637.50	\$61,275.00
					Total	\$91,912.50

Tri-County Community Action Program, Inc. (Vendor # 177195 - B009)

Account	Class Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	42307020	2014	\$16,256.00	\$0	\$16,256.00
102-500731	Contracts for Program Services	42307020	2015	\$16,256.00	\$16,256.00	\$32,512.00
					Total	\$48,768.00
					Sub-Total	\$204,516.00
					Grand Total	\$523,765.50



**Emergency Solutions Grant Program
Amendment # 1**

**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 615 Amherst Street, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 26, 2014 (Item #28), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7927-102-500731-42306010
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$27,157.50
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**Emergency Solutions Grant Program
Amendment # 1**

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

11/12/14
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Greater Nashua Council on Alcoholism

10/9/14
Date

Peter Kelleher
Name: Peter Kelleher
Title: President & CEO

Acknowledgement:

State of NH, County of Hillsborough on October 9th, 2014
before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Laurel Lefavor
Name and Title of Notary or Justice of the Peace

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015



**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date

Megan A. Hoyle
Name: Megan A. Hoyle
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Amendment # 1 Exhibit B

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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the

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10/9/14



Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Emergency Solutions Grant

EXPENSE BUDGET for SFY 2014 and SFY 2015:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$27,157.50	\$27,157.50
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$27,157.50	\$27,157.50
TOTAL Federal+Match	\$54,315.00	



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;

[Handwritten Signature]



- 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.

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

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



more employees, it will maintain a current 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 \$5,000,000; and



**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.

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

[Handwritten Signature]

New Hampshire Department of Health and Human Services
Exhibit G

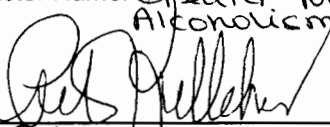


against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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.

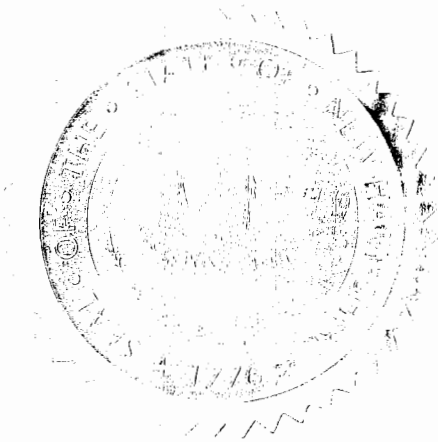
10/9/14
Date

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Kelleher
Title: President & CEO

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 GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism
(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 Sept. 24, 2014
(Date)

RESOLVED: That the President & CEO
(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 9th day of October, 2014.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9th day of October, 2014.

By Laurie Goguen
(Name of Elected Officer of the Agency)

Laurel LeFavor
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2014

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst	FAX (A/C, No):
	PHONE (A/C, No, Ext): 603-882-2766	
	E-MAIL ADDRESS: kgutekunst@eatonberube.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED HARHO Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	INSURER A: Hanover Insurance	
	INSURER B: QBE Insurance Corp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 131215488 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	ZBV970714701	7/1/2014	7/1/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AHV970600302	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		UHV970913302	7/1/2014	7/1/2015	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	QWC300056	11/26/2014	11/26/2015	WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
A	Professional Liability Abuse & Molestation Empl Benefits Liability		ZBV970714701	7/1/2014	7/1/2015	\$1,000,000 \$1,000,000 \$1,000,000	\$3,000,000 \$3,000,000 \$3,000,000

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

Additional Named Insureds:
Harbor Homes, Inc.
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Homes, Inc.
Milford Regional Counseling Service, Inc.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

DHHS
Contracts and Procurement Unit
Brown Building 129 Pleasant St.
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Southern New Hampshire HIV/AIDS Task Force
Welcoming Light, Inc.
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall
Greater Nashua Council on Alcoholism, Inc.

Mission Statements

Harbor Homes, Inc.:

The mission of Harbor Homes, Inc. is to create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

Welcoming Light Inc.:

To provide residential and support services to elderly and disabled individuals in a manner that is compassionate, flexible, and emphasizes independence

Milford Regional Counseling Services, Inc.:

To provide affordable counseling services to individuals and families

Greater Nashua Council on Alcoholism, Inc.

"To empower the chemically dependent person to take responsibility toward recovery through professional counseling in a caring environment"

Healthy at Home, Inc.:

To enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and organizations that serve people in need of healthcare

**GREATER NASHUA
COUNCIL ON ALCOHOLISM**

Financial Statements

For the Year Ended June 30, 2013

(With Independent Auditors' Report Thereon)

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MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Greater Nashua Council on Alcoholism

Report on the Financial Statements

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's

preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2013, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2013 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial

reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
December 9, 2013

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2013

ASSETS

Current Assets:

Cash and cash equivalents	\$	88,709
Accounts receivable, net of allowance		207,453
Other current assets		6,362
Total Current Assets		<u>302,524</u>

Property and equipment, net of accumulated depreciation		6,206,150
Reserve for replacements		<u>25,120</u>

Total Assets	\$	<u>6,533,794</u>
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LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$	21,759
Accrued expenses and other liabilities		105,592
Due to related organizations		132,707
Current portion of mortgages payable		147,060
Total Current Liabilities		<u>407,118</u>

Long Term Liabilities:

Mortgages payable, long-term		3,872,111
Mortgages payable, deferred		1,885,000
Total Long Term Liabilities		<u>5,757,111</u>

Total Liabilities		6,164,229
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Unrestricted Net Assets		<u>369,565</u>
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Total Liabilities and Net Assets	\$	<u>6,533,794</u>
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The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2013

Support and Revenue:	
Client billings, net of allowances and write-offs	\$ 68,734
Contracted services	21,400
Donations	20,985
Federal grants	352,072
Interest income	36
Medicaid	1,138
Other grants	4,000
Other income	4,794
Public support	5,000
Rent and service charges	2,170
Special events revenue	184
State and local grants	1,448,696
State of New Hampshire - PPWI	<u>601,285</u>
Total Support and Revenue	2,530,494
Expenses:	
Program services	2,376,614
General and administrative	156,453
Fundraising	<u>38,736</u>
Total Expenses	<u>2,571,803</u>
Change in Net Assets	(41,309)
Unrestricted Net Assets, Beginning of Year	<u>410,874</u>
Unrestricted Net Assets, End of Year	<u>\$ 369,565</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2013

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Advertising	\$ 2,939	\$ 223	\$ -	\$ 3,162
Accounting fees	4,226	5,449	-	9,675
Client services	99,428	661	-	100,089
Client transportation	10,935	-	-	10,935
Conferences and conventions	816	284	-	1,100
Contract services	151,823	15,816	-	167,639
Depreciation	194,463	4,886	-	199,349
Employee benefits	155,598	6,075	2,366	164,039
Equipment maintenance and rental	6,118	94	-	6,212
Food	92,565	426	-	92,991
Garbage and trash removal	2,068	50	-	2,118
Grant expenses	1,597	40	-	1,637
Information technology	-	527	-	527
Insurance	61,040	2,967	567	64,574
Legal fees	-	300	-	300
Membership dues	178	529	-	707
Miscellaneous	6,525	7,104	-	13,629
Office supplies	9,395	2,319	-	11,714
Operating and maintenance	305,458	8,601	8,225	322,284
Operational supplies	30,579	235	-	30,814
Payroll taxes	105,256	8,724	2,523	116,503
Postage	1,903	1,158	-	3,061
Professional fees	2,864	-	-	2,864
Salaries and wages	1,013,386	85,062	25,055	1,123,503
Snow removal	5,059	122	-	5,181
Staff development	7,713	-	-	7,713
Staff expenses	308	274	-	582
Staff travel	8,572	1,960	-	10,532
Telephone	4,397	1,023	-	5,420
Utilities	70,576	1,489	-	72,065
Vehicle expenses	20,829	55	-	20,884
	<u>20,829</u>	<u>55</u>	<u>-</u>	<u>20,884</u>
Total functional expenses	<u>\$ 2,376,614</u>	<u>\$ 156,453</u>	<u>\$ 38,736</u>	<u>\$ 2,571,803</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2013

Cash Flows From Operating Activities:	
Change in net assets	\$ (41,309)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	199,349
(Increase) Decrease In:	
Accounts receivable	272,091
Promises to give	25,000
Other current assets	(6,362)
Increase (Decrease) In:	
Accounts payable	(29,716)
Accrued expenses and other liabilities	<u>(17,418)</u>
Net Cash Provided By Operating Activities	401,635
Cash Flow From Investing Activities:	
Purchase of fixed assets	(20,629)
Increase in reserve for replacements	<u>(12)</u>
Net Cash Used By Investing Activities	(20,641)
Cash Flows From Financing Activities:	
Decrease in due to related organizations	(191,294)
Principal payments on long term debt	<u>(142,360)</u>
Net Cash Used By Financing Activities	<u>(333,654)</u>
Net Increase	47,340
Cash and Cash Equivalents, Beginning of Year	<u>41,369</u>
Cash and Cash Equivalents, End of Year	<u>\$ 88,709</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Notes to the Financial Statements

1. **Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children and offender re-entry services initiative.

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

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

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Cash Flows, and Statement of Functional Expenses.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2013, management has taken into account a variety of factors.

Property, Equipment and Depreciation

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

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

Donated Services

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

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

Use of Estimates

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

Tax Status

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

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

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) for fiscal years 2010, 2011, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

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

Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2013 through December 9, 2013, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was \$113,829 at June 30, 2013. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2013. The bank balance is categorized as follows:

Insured by FDIC	\$ 153,103
Total Bank Balance	\$ <u>153,103</u>

4. Accounts Receivable:

Accounts receivable at June 30, 2013 consist mainly of amounts due from clients for services and miscellaneous charges.

5. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

Land	\$ 742,500
Land improvements	1,743
Building	5,646,560
Building improvements	18,887
Furniture and fixtures	34,511
Equipment	11,276
Vehicles	<u>22,297</u>
Subtotal	6,477,774
Less: accumulated depreciation	<u>(271,624)</u>
Total	\$ <u>6,206,150</u>

Depreciation expense for the year ended June 30, 2013 totaled \$199,349.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Building	30
Furniture and fixtures	5 - 7
Equipment	5
Vehicles	5

6. Reserve for Replacements:

Reserve for replacements consist of funds required by the New Hampshire Housing Finance Authority and is used for the replacement of property with prior approval.

7. Accrued Expenses and Other Liabilities:

Accrued expenses and other liabilities consist of the following:

Accrued payroll and related liabilities	\$ 94,111
Accrued interest	10,601
Other accruals	<u>880</u>
Total	<u>\$ 105,592</u>

8. Due to/from Related Organizations:

“Due to related organizations” and “Due from related organizations” represents short-term assets and liabilities, respectively, due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2013 are as follows:

	<u>Due from</u>	<u>Due to</u>
Current:		
Harbor Homes, Inc.	\$ -	\$ 35,584
Healthy at Home, Inc.	-	94,929
Southern New Hampshire HIV/AIDS Task Force	-	<u>2,194</u>
Total	<u>\$ -</u>	<u>\$ 132,707</u>

9. **Mortgages Payable:**

Long-term debt as of June 30, 2013 consisted of the following:

A mortgage payable to a local bank, due in monthly installments of \$10,133, including principal and interest at 5.00% for the first three years, adjusting on each three year anniversary date based on the prevailing three year Federal Home Loan Bank Amortizing Advance Rate plus three and one-quarter percent, maturing in 2042, secured by real property. \$ 1,851,581

A mortgage payable to New Hampshire Community Loan Fund, Inc., due in monthly installments of \$13,850, including principal and interest at 8.00%, maturing in 2032, secured by real property. 1,867,590

A mortgage payable to NCB Capital Impact, due in 60 monthly consecutive installments of accrued and unpaid interest at 5.25%, requiring a principal reduction of \$100,000 per annum, maturing in 2015, secured by real property. 300,000

Total 4,019,171

Less amount due within one year (147,060)

Long term debt, net of current portion \$ 3,872,111

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2014	\$ 147,060
2015	150,022
2016	153,162
2017	56,553
2018	60,151
Thereafter	<u>3,452,223</u>
Total	\$ <u><u>4,019,171</u></u>

10. Mortgages Payable, Deferred:

The Organization has received special financing to partially fund a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. The balance of these notes at June 30, 2013 was \$1,885,000.

11. Transactions with Related Parties:

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

12. Retirement Plan:

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2013 were \$20,927.

13. Operating Leases:

The Organization leases office equipment under non-cancellable lease agreements that are scheduled to expire at various times through 2015. Equipment rental expense totaled \$9,500 for the year ended June 30, 2013. Estimated future minimum lease payments on the above leases are as follows:

<u>Year</u>	<u>Amount</u>
2014	\$ 9,276
2015	<u>9,276</u>
Total	<u>\$ 18,552</u>

14. Concentration of Risk:

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire, the Department of Justice, and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2013, the State of New Hampshire accounted for 55%, the Department of Justice accounted for 11%, and Medicaid accounted for 24% of total revenues.

15. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

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

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

ever, significant judgment is required by management in developing the inputs.

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

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Mortgages payable	\$ 4,019,171	\$ 4,019,171	\$ -	\$ 4,019,171	\$ -
Mortgages payable, deferred	<u>1,885,000</u>	<u>1,885,000</u>	<u>-</u>	<u>1,885,000</u>	<u>-</u>
Total liabilities	\$ <u>5,904,171</u>	\$ <u>5,904,171</u>	\$ <u>-</u>	\$ <u>5,904,171</u>	\$ <u>-</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2013

	28 Day Residential CMMIRT	90 Day Residential CMLIRT	Access To Recovery	Cynthia Day Family Center CMHIRT	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total Program Services
Advertising	\$ 396	\$ 252	\$ 20	\$ 895	\$ 30	\$ 239	\$ 539	\$ 42	\$ 506	\$ 20	\$ 2,939
Accounting fees	985	557	54	1,549	72	445	189	217	102	56	4,226
Client services	5,367	8,445	4,434	73,759	292	2,155	1,847	1,348	1,320	461	99,428
Client transportation	109	465	4,200	2,405	-	2,626	710	420	-	-	10,935
Conferences and conventions	-	660	-	-	116	40	-	-	-	-	816
Contract services	7,457	1,607	263	3,018	131,447	585	4,199	2,954	22	271	151,823
Depreciation	33,661	22,170	1,260	96,629	2,374	31,660	2,543	1,543	1,372	1,251	194,463
Employee benefits	33,767	18,789	1,365	48,750	14,639	6,596	9,893	14,097	6,260	442	155,598
Equipment maintenance and rental	1,666	939	101	1,998	118	447	195	532	18	104	6,118
Food	8,547	25,628	87	51,308	166	6,384	173	98	87	87	92,565
Garbage and trash removal	310	568	11	1,019	20	47	28	28	26	11	2,068
Grant expenses	-	425	-	63	179	-	175	755	-	-	1,597
Insurance	13,000	11,113	287	21,768	4,598	472	1,096	3,382	2,597	2,727	61,040
Membership dues	-	-	-	-	-	-	178	-	-	-	178
Miscellaneous	1,172	(2,228)	31	1,487	32	49	2,104	1,567	2,279	32	6,525
Office supplies	1,680	859	88	2,757	404	620	1,766	1,113	17	91	9,395
Operating and maintenance	39,274	84,144	1,722	151,121	3,004	8,084	6,735	5,344	4,308	1,722	305,458
Operational supplies	6,178	6,477	205	11,767	254	3,475	414	1,543	55	211	30,579
Payroll taxes	22,727	18,051	444	33,519	9,434	2,396	4,161	6,911	7,181	432	105,256
Postage	527	252	35	666	42	166	77	95	7	36	1,903
Professional fees	-	-	-	-	2,814	-	50	-	-	-	2,864
Salaries and wages	218,707	173,950	4,275	322,802	90,789	23,043	40,046	66,511	69,109	4,154	1,013,386
Snow removal	759	1,392	28	2,492	48	115	67	67	63	28	5,059
Staff development	1,879	1,118	148	1,325	1,026	270	393	1,401	-	153	7,713
Staff expenses	308	-	-	-	-	-	-	-	-	-	308
Staff travel	556	378	81	876	5,765	128	213	157	90	328	8,572
Telephone	983	542	70	999	646	156	448	470	11	72	4,397
Utilities	11,095	18,591	439	34,234	732	2,135	1,019	1,059	831	441	70,576
Vehicle expenses	3,672	3,741	47	12,144	56	883	91	130	17	48	20,829
Total program service expenses	\$ 414,782	\$ 398,885	\$ 19,695	\$ 880,350	\$ 269,097	\$ 93,216	\$ 79,349	\$ 111,784	\$ 96,278	\$ 13,178	\$ 2,376,614

See Independent Auditors' Report.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc. Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - [REDACTED]

Treasurer
(Chair, Finance Committee)
(Facilities Committee)
(Executive Committee)

(2nd term +)

Alphonse Haettenschwiler - (6/15) (Finance Committee)
(HCC Oversight Committee, Ch

Vincent Chamberlain - (6/15)

Vice Chair
(Chair Resource/Development/
Planning Committee)
(HCC Oversight Committee)

Robert Kelliher - [REDACTED] (Chair, Facilities Committee)
(Governance Committee)

Pastor Geoff DeFranca - [REDACTED]
Community Chapel

(Resource/Development/
Planning Committee)

Lynn King - [REDACTED] (Resource/Development/
Planning Committee)
(Chair, Governance Committee)

Laurie Des Rochers - (6-15)

(Facilities Committee)
(Resource/Development/
Planning Committee)

Captain James Lima - (6/15) (Governance Committee)
(Facilities Committee)

Robert Fischer - [REDACTED]

Chair of the Board
(Resource/Development/
Planning Committee)
(HCC Oversight Committee)

Naomi Moody - [REDACTED] (Committee Assignment-Pending)

Laurie Goguen - [REDACTED]

Secretary
(Governance Committee)
(HCC Oversight Committee)
(Executive Committee)

Dan Sallet - [REDACTED] (Finance Committee)

Nathan Goodwin - [REDACTED]

Trent Smith - [REDACTED] (Chair, Executive Committee)

PETER J. KELLEHER, CCSW, LICSW

45 High Street
Nashua, NH 03060

Telephone: (603) 882-3616

Fax: (603) 595-7414

E-mail: p.kelleher@nhpartnership.org

PROFESSIONAL EXPERIENCE

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH
- Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 50 programs comprising a \$13,000,000 operating budget; proposal development resulting in more than \$6,000,000 in grants annually; oversight of 250+ management and direct care professionals.
- 2003-2006** Consultant
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

- 1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

- 1979 Licensed Real Estate Broker – Massachusetts
- 1989 Academy of Certified Social Workers – NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 – 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- Business Excellence Award 2010

MEMBERSHIPS

- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care
- National Association of Social Workers
- Board Member, Greater Nashua Housing & Development Foundation, Inc.
- Board Member, New Futures, Concord, NH
- Former Member, Rotary Club, Nashua, NH

Education

Undergraduate Degree: Springfield College, BA Major: Human Services
Graduate Degree: University of New Hampshire, MSW Major: Social Work
Currently applying to Doctoral Degree in Clinical Psychology programs

Master Licensed Alcohol Drug Counselor (MLADC) #599 State of New Hampshire

Summary of Qualifications

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

Professional Experience

7/09-Present: **Vice President**
Keystone Hall, Nashua, NH

- Oversight of all clinical and administration programs and personnel in our substance abuse treatment program.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.

11/2007-7/09: **Administrator of Women Offenders and Family Services**

New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.

2008 to present: **Adjunct Professor**
Springfield College

11/2008-12/09: **Therapist**
RTT Associates-Manchester, NH

5/1999-2008: **Impaired Driver Intervention Program Instructor**
Serenity Place, Manchester, NH

9/2005-11/2007: **Correctional Counselor/Case Manager-Changed to Program Coordinator**
New Hampshire Department of Corrections, Goffstown, NH.

5/2004-9/2005: **Social Worker/Youth Counselor**
City of Manchester Youth Services, Manchester, NH

6/2000-5/2004: **Program Monitor**
New Hampshire Housing Finance Authority, Bedford, NH.

9/1999-6/2000: **Correctional Counselor/Case Manager**
New Hampshire Department of Corrections, Laconia, NH.

11/1997-9/1999: **Outreach Program Coordinator**
New Hampshire AIDS Foundation, Manchester, NH.

7/1996-11/1997: **Youth Outreach Counselor**
City of Manchester Office of Youth Services, Manchester, NH.

6/1994-7/1996: **Substance Abuse Counselor**
Providence Hospital, Holyoke, MA.

11/1993-6/1995: **Bridge Team Leader**
AIDS Allies, Springfield, MA.

2/1990-6/1994: **Counselor Advocate**
YWCA, Springfield, MA.

Languages

Spanish (Verbal and Written)

**Community
activities**

- | | |
|---|--------------|
| 1. Manchester Cultural Diversity Task Force | 2004-2008 |
| 2. Latinos Unidos of NH Advisory Board | 2005-2009 |
| 3. Friends Of Recovery-NH | 2009-2012 |
| 4. NH Providers Association-President | 2009-current |
| 5. NH Alcohol & Drug Abuse Counselors Association | 2012-current |

Greater Nashua Council on Alcoholism, Inc.

SALARIES OF KEY ADMINISTRATIVE PERSONNEL

Name	Job Title	Salary	% Paid From This Grant
Peter Kelleher	President & CEO	\$ 115,856	0.7%
Annette Escalante	Vice President, Operations	\$ 79,997	8.9%

SM



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

NJ7
28
3-26-14

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

3/26/14
#28

March 4, 2014

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

RETROACTIVE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$270,816 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Greater Nashua Council on Alcoholism	166574-B001	Nashua	\$18,105
Harbor Homes, Inc.	155358-B001	Nashua	\$41,534
Nashua Soup Kitchen and Shelter, Inc	174173-R001	Nashua	\$42,557
New Horizons for New Hampshire, Inc.	175227-R001	Manchester	\$41,319
The Bridge House, Inc.	165288-B001	Plymouth	\$30,062
The Friends Program, Inc.	154987-B001	Concord	\$35,964
Southwestern Community Services, Inc.	177511-B001	Keene	\$61,275
		Total	\$270,816

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The NH Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 7 of 14 retroactive agreements and represents \$270,816 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds provided to New Hampshire by the U.S. Department of Housing and Urban Development. The vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The Department of Housing and Urban Development historically announces funding levels in the late spring of each federal fiscal year. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information.

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

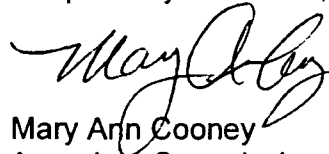
Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, which will increase statewide on local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

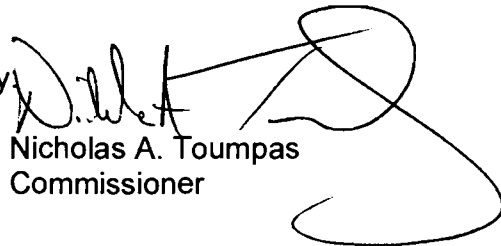
In the event that Federal funds became no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

**Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House**

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Jarine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

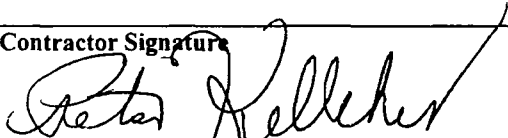
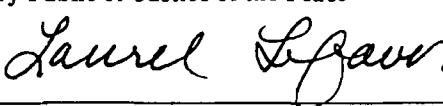
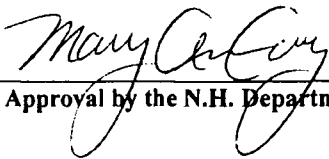
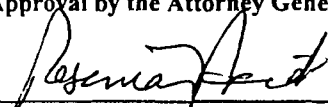
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Greater Nashua Council on Alcoholism, Inc.		1.4 Contractor Address 615 Amherst Street Nashua, NH 03063	
1.5 Contractor Phone Number (603) 882-3616	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$18,105.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/11/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Laurel Lefavor, Notary</u> LAUREL A. LEFAVOR, Notary Public My Commission Expires September 22, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>MARY ANN COONEY</u> Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: PK
Date: 2/6/14

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

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. **PROVISIONS APPLICABLE TO ALL SERVICES:**

2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

2.2 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.

2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.

2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.

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

3. **SERVICES:**

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



Exhibit A

3.1 Emergency Solutions Grant Program, 24 CFR part 576

3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$18,105.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$18,105.00

Total program amount: \$18,105.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

2.2. 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.

2.3. 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.



Exhibit B

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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



Emergency Solutions Grant

EXPENSE BUDGET for 2014:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$18,105.00	\$18,105.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$18,105.00	\$18,105.00
TOTAL Federal+Match	\$36,210.00	

PK

2/6/14



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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: Greater Nashua Council on Alcoholism Inc.

Name: Peter P. Keller
Title: President & CEO

2/6/14
Date



**Emergency Solutions Grant Program
Amendment # 1**

**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 26, 2014 (Item #28), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7927-102-500731-42306010
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$62,301
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



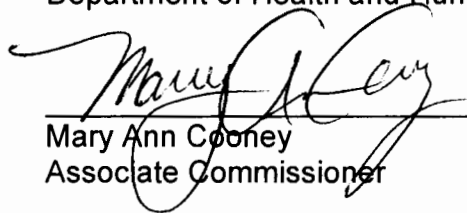
**Emergency Solutions Grant Program
Amendment # 1**

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

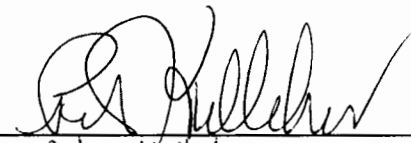
Date 11/12/14



Mary Ann Cooney
Associate Commissioner

Harbor Homes, Inc.

Date 10/9/14

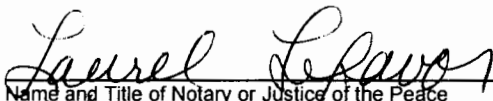


Name: Peter Welleher
Title: President and CEO

Acknowledgement:

State of NH, County of Hillsborough on October 9th, 2014
before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace



Name and Title of Notary or Justice of the Peace
Notary Public of NH
LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

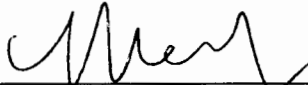


**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date _____


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the



Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Emergency Solutions Grant

EXPENSE BUDGET for SFY 2014 and SFY 2015:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$62,301	\$62,301
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$62,301	\$62,301
TOTAL Federal+Match	\$124,602	



SPECIAL PROVISIONS

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

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



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

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

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



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

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



more employees, it will maintain a current 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 \$5,000,000; and



**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.

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

New Hampshire Department of Health and Human Services
Exhibit G



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: Harbor Homes, Inc.

A handwritten signature in black ink, appearing to read "Peter Kelleher".

Name: Peter Kelleher
Title: President and CEO

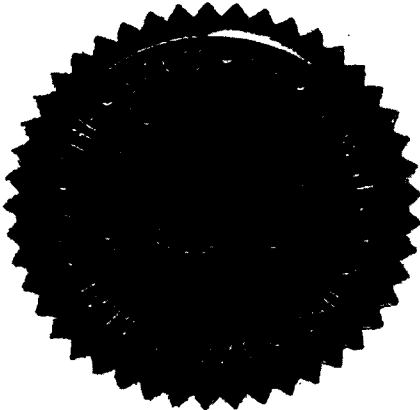
10/9/14
Date

Contractor Initials 
Date 10/9/14

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 HARBOR HOMES, INC. is a New Hampshire nonprofit corporation formed February 15, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Harbor Homes Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Sept. 24, 2014
(Date)

RESOLVED: That the President & CEO
(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 9th day of October, 2014.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9th day of October, 2014.

By Laurie Goguen
(Name of Elected Officer of the Agency)

Laurel Lefavor
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

Commission Expires: _____

AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force
Welcoming Light, Inc.
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall
Greater Nashua Council on Alcoholism, Inc.

Mission Statements

Harbor Homes, Inc.:

The mission of Harbor Homes, Inc. is to create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

Welcoming Light Inc.:

To provide residential and support services to elderly and disabled individuals in a manner that is compassionate, flexible, and emphasizes independence

Milford Regional Counseling Services, Inc.:

To provide affordable counseling services to individuals and families

Greater Nashua Council on Alcoholism, Inc.

"To empower the chemically dependent person to take responsibility toward recovery through professional counseling in a caring environment"

Healthy at Home, Inc.:

To enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and organizations that serve people in need of healthcare

HARBOR HOMES, INC.

Financial Statements

For the Year Ended June 30, 2013

(With Independent Auditors' Report Thereon)

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MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Harbor Homes, Inc., which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2013, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Activities by Cost Center and the Schedule of Expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2013 on our consideration of the Harbor Homes, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harbor Homes Inc.'s internal control over financial reporting and compliance.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
December 9, 2013

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2013

<u>ASSETS</u>	<u>HUD I Program</u>	<u>HUD VI Program</u>	<u>Program Operations</u>	<u>Total</u>
Current Assets:				
Cash and cash equivalents	\$ 4,325	\$ 716	\$ 435,481	\$ 440,522
Accounts receivable, net of allowance for uncollectible accounts	201	1,352	693,720	695,273
Promises to give	-	-	50,000	50,000
Due from HUD Programs	-	-	6,177	6,177
Due from related organizations	-	-	79,954	79,954
Prepaid expenses	-	-	27,203	27,203
Total Current Assets	<u>4,526</u>	<u>2,068</u>	<u>1,292,535</u>	<u>1,299,129</u>
Property and Equipment, net of accumulated depreciation	85,214	300,707	15,951,685	16,337,606
Non-current Assets:				
Restricted deposits and funded reserves	54,647	16,430	128,629	199,706
Due from HUD Programs	-	-	33,292	33,292
Due from related organizations	-	-	227,592	227,592
Promises to give	-	-	50,000	50,000
Beneficial interest	-	-	128,237	128,237
Other assets	-	-	29,446	29,446
Total Non-current Assets	<u>54,647</u>	<u>16,430</u>	<u>597,196</u>	<u>668,273</u>
Total Assets	<u>\$ 144,387</u>	<u>\$ 319,205</u>	<u>\$ 17,841,416</u>	<u>\$ 18,305,008</u>
<u>LIABILITIES AND NET ASSETS</u>				
Current Liabilities:				
Accounts payable	\$ 1,279	\$ 1,202	\$ 242,237	\$ 244,718
Accrued and other liabilities	1,361	1,416	494,759	497,536
Due to program operations	6,177	-	-	6,177
Due to related organizations	-	-	76,521	76,521
Other liabilities	4,248	-	-	4,248
Line of credit	-	-	807,868	807,868
Deferred revenue	-	-	63,657	63,657
Current portion of mortgages payable	12,818	4,191	210,418	227,427
Total Current Liabilities	<u>25,883</u>	<u>6,809</u>	<u>1,895,460</u>	<u>1,928,152</u>
Long Term Liabilities:				
Due to program operations	-	33,292	-	33,292
Due to related organizations	-	-	75,000	75,000
Security deposits	2,327	906	34,189	37,422
Other liabilities	-	-	29,446	29,446
Mortgages payable, tax credits	-	-	163,453	163,453
Mortgages payable, net of current portion	163,624	234,615	6,915,304	7,313,543
Mortgages payable, deferred	-	-	5,242,834	5,242,834
Total Long Term Liabilities	<u>165,951</u>	<u>268,813</u>	<u>12,460,226</u>	<u>12,894,990</u>
Total Liabilities	191,834	275,622	14,355,686	14,823,142
Unrestricted Net Assets (Deficit):				
HUD programs	(47,447)	43,583	-	(3,864)
Program operations	-	-	3,262,622	3,262,622
Temporarily Restricted Net Assets	-	-	223,108	223,108
Total Net Assets (Deficit)	<u>(47,447)</u>	<u>43,583</u>	<u>3,485,730</u>	<u>3,481,866</u>
Total Liabilities and Net Assets	<u>\$ 144,387</u>	<u>\$ 319,205</u>	<u>\$ 17,841,416</u>	<u>\$ 18,305,008</u>

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

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2013

	Unrestricted Net Assets			Temporarily Restricted Net Assets	Total
	HUD I Program	HUD VI Program	Program Operations		
<u>Public Support and Revenue:</u>					
<u>Public Support:</u>					
Federal grants	\$ -	\$ -	\$ 1,768,749	\$ -	\$ 1,768,749
State, local, and other grants	-	-	815,730	-	815,730
Donations	-	-	186,200	265,000	451,200
Donations in-kind	-	-	61,023	-	61,023
Net assets released from restriction	-	-	66,302	(66,302)	-
Total Public Support	-	-	2,898,004	198,698	3,096,702
<u>Revenue:</u>					
Department of Housing and Urban Development	39,623	50,959	2,469,804	-	2,560,386
Veterans Administrative grants	-	-	1,852,023	-	1,852,023
Medicaid - Federal and State	-	-	765,847	-	765,847
Rent and service charges, net	25,129	22,212	464,986	-	512,327
Contracted services	-	-	357,845	-	357,845
Outside rent	-	-	165,216	-	165,216
Miscellaneous	2,387	310	94,280	-	96,977
Employment projects	-	-	63,792	-	63,792
Food and common area fees	-	-	61,643	-	61,643
Management fees	-	-	34,425	-	34,425
Medicare revenue	-	-	25,818	-	25,818
Unrealized gain/(loss)	-	-	12,269	-	12,269
Interest	28	30	279	-	337
Loss on disposal of fixed assets	-	-	(1,580)	-	(1,580)
Sliding fee and free care	-	-	(23,456)	-	(23,456)
Bad debts	(34)	(7,238)	(26,792)	-	(34,064)
Total Revenue	67,133	66,273	6,316,399	-	6,449,805
Total Public Support and Revenue	67,133	66,273	9,214,403	198,698	9,546,507
<u>Expenses:</u>					
Program	81,065	76,279	7,795,538	-	7,952,882
Administration	20,019	9,365	1,424,791	-	1,454,175
Fundraising	-	-	193,625	-	193,625
Total Expenses	101,084	85,644	9,413,954	-	9,600,682
Change in net assets	(33,951)	(19,371)	(199,551)	198,698	(54,175)
Net Assets (Deficit), Beginning of Year	(13,496)	62,954	3,462,173	24,410	3,536,041
Net Assets (Deficit), End of Year	\$ (47,447)	\$ 43,583	\$ 3,262,622	\$ 223,108	\$ 3,481,866

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

HARBOR HOMES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2013

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>Total</u>
Expenses:				
Accounting fees	\$ -	\$ 45,200	\$ -	\$ 45,200
Advertising and printing	28,553	657	-	29,210
Client services and assistance	28,395	-	-	28,395
Client transportation	10,212	-	-	10,212
Conference and conventions	37,124	190	-	37,314
Contract labor	155,287	16,525	-	171,812
Employee benefits	487,077	183,542	24,441	695,060
Enabling services	139	-	-	139
Equipment rental	1,396	7,644	-	9,040
Food	50,373	102	-	50,475
Fundraising expenses	-	-	4,843	4,843
Garbage and trash removal	12,462	7,271	62	19,795
Grants	225,293	-	-	225,293
Information technology	125,977	25,923	3	151,903
Interest expense - mortgage	307,793	20,500	368	328,661
Interest expense - other	-	37,772	-	37,772
Journals and publications	1,078	75	-	1,153
Legal fees	47,104	20,051	-	67,155
Management fees	-	11,169	-	11,169
Medical and clothing	68,605	-	-	68,605
Dues and subscriptions	3,652	3,695	-	7,347
Office supplies	31,846	10,486	335	42,667
Operating and maintenance	103,256	31,281	169	134,706
Operational supplies	54,845	7,974	71	62,890
Other expenditures	5,237	23,746	110	29,093
Payroll taxes	277,011	63,085	13,519	353,615
Postage/shipping	3,416	4,492	497	8,405
Professional fees	116,132	4,797	-	120,929
Property and liability insurance	100,841	16,578	290	117,709
Property taxes	14,198	-	-	14,198
Rent expense	1,991,130	-	-	1,991,130
Salary and wages	2,771,920	746,870	146,992	3,665,782
Security deposits	38,063	-	-	38,063
Snow removal	32,080	8,493	56	40,629
Staff development	9,141	367	25	9,533
Staff expense	18,066	7,405	102	25,573
Staff transportation	42,943	24,038	859	67,840
Telephone/communications	36,248	31,021	60	67,329
Utilities	194,001	49,933	254	244,188
Vehicle expenses	23,696	-	-	23,696
Total Expenses Before Depreciation	<u>7,454,590</u>	<u>1,410,882</u>	<u>193,056</u>	<u>9,058,528</u>
Depreciation	<u>498,292</u>	<u>43,293</u>	<u>569</u>	<u>542,154</u>
Total functional expenses	<u>\$ 7,952,882</u>	<u>\$ 1,454,175</u>	<u>\$ 193,625</u>	<u>\$ 9,600,682</u>

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

HARBOR HOMES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2013

Cash Flows From Operating Activities:	
Change in net assets	\$ (54,175)
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	542,154
Loss on disposal of fixed assets	1,580
Gain on beneficial interest	(12,062)
(Increase) Decrease In:	
Accounts receivable	51,068
Promises to give	(75,000)
Prepaid expenses	(22,364)
Other assets	(29,446)
Increase (Decrease) In:	
Accounts payable	(45,594)
Accrued and other liabilities	119,341
Deferred revenue	63,657
Other liabilities	33,694
Net Cash Provided by Operating Activities	<u>572,853</u>
Cash Flows From Investing Activities:	
Restricted deposits and funded reserves	76,421
Security deposits	(3,143)
Purchase of fixed assets	(817,241)
Net Cash Used by Investing Activities	<u>(743,963)</u>
Cash Flows From Financing Activities:	
Payments on line of credit	(2,131)
Payments on long term borrowings	(302,284)
Net change in due to/from related organizations	126,467
Net Cash Used by Financing Activities	<u>(177,948)</u>
Net Decrease	(349,058)
Cash and Cash Equivalents, Beginning of Year	<u>789,580</u>
Cash and Cash Equivalents, End of Year	<u>\$ 440,522</u>
Supplemental disclosures of cash flow information:	
Interest paid	<u>\$ 377,285</u>
Non-cash financing activities	<u>\$ 2,584,700</u>

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

HARBOR HOMES, INC.

Notes to the Financial Statements

1. **Organization:**

Harbor Homes, Inc. (the Organization) is a nonprofit organization that creates and provides quality residential and supportive services for persons (and their families) challenged by mental illness and/or homelessness in the State of New Hampshire. Programs include mainstream housing, permanent housing, transitional housing, and emergency shelter, as well as comprehensive support services that include peer support programs, job training, a paid employment program, and social and educational activities.

In addition to housing and supportive services, the Organization runs a health care clinic that is a Federally Qualified Health Center (FQHC) offering primary medical services to the homeless and/or low-income individuals.

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

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

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2013, management has taken into account a variety of factors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria

for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

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

Use of Estimates

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

Tax Status

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

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

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) for fiscal years 2010, 2011, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

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

Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2013 through December 9, 2013, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was \$440,522 at June 30, 2013. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2013. The bank balance is categorized as follows:

Insured by FDIC	\$	371,377
Insured by SIPC		61,724
Uninsured and uncollateralized		<u>353,196</u>
Total Bank Balance	\$	<u><u>786,297</u></u>

4. Accounts Receivable:

Accounts receivable at June 30, 2013 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
HUD I Program			
Residents	\$ <u>201</u>	\$ <u>-</u>	\$ <u>201</u>
Total	\$ <u><u>201</u></u>	\$ <u><u>-</u></u>	\$ <u><u>201</u></u>
HUD VI Program			
Residents	\$ <u>1,352</u>	\$ <u>-</u>	\$ <u>1,352</u>
Total	\$ <u><u>1,352</u></u>	\$ <u><u>-</u></u>	\$ <u><u>1,352</u></u>
Program Operations			
Residents	\$ 57,173	\$ (43,315)	\$ 13,858
Security deposits	3,597	-	3,597
Medicaid	33,506	-	33,506
Grants	487,474	-	487,474
Clinic	84,273	(19,863)	64,410
Other	<u>90,875</u>	<u>-</u>	<u>90,875</u>
Total	\$ <u><u>756,898</u></u>	\$ <u><u>(63,178)</u></u>	\$ <u><u>693,720</u></u>

5. Due To/From Related Organizations:

Due to/from related organizations represents amounts due to and from Harbor Homes, Inc. from related entities whereby common control is shared with the same Board of Directors. These balances exist because certain receipts and disbursements of the related organizations flow through the

Harbor Homes, Inc. main operating cash account. The related organizations and their balances at June 30, 2013 are as follows:

	<u>Due to</u>	<u>Due From</u>
Current:		
Healthy at Home	\$ 67,589	\$ -
Southern NH HIV/AIDS Task Force	8,932	-
Greater Nashua Council on Alcoholism	-	35,584
Milford Regional Counseling Services, Inc.	-	31,370
HH Ownership, Inc.	-	2,349
Harbor Homes III, Inc.	-	10,651
Subtotal current	<u>76,521</u>	<u>79,954</u>
Non-current:		
Healthy at Home	75,000	-
Harbor Homes II, Inc.	-	123,121
Welcoming Light, Inc.	-	104,471
Subtotal non-current	<u>75,000</u>	<u>227,592</u>
Total	<u>\$ 151,521</u>	<u>\$ 307,546</u>

Although management believes the above receivables to be collectible, there is significant risk that the non-current portion may not be.

6. Prepaid Expenses:

Prepaid expenses consist of the following items:

	<u>HUD I Program</u>	<u>HUD VI Program</u>	<u>Program Operations</u>
Prepaid insurance	\$ -	\$ -	\$ 18,962
Prepaid HRA	-	-	5,222
Prepaid other	-	-	3,019
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 27,203</u>

7. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

	<u>HUD I Program</u>	<u>HUD VI Program</u>	<u>Program Operations</u>
Land	\$ 49,484	\$ 54,750	\$ 1,686,356
Land improvements	10,490	-	-
Construction in progress	-	-	4,200,278
Buildings	253,233	257,402	11,981,678
Building improvements	89,762	1,500	1,044,981
Software	-	-	320,366
Vehicles	-	-	219,693
Furniture and fixtures	-	-	161,877
Equipment	18,695	-	163,297
Medical equipment	-	-	65,762
Subtotal	<u>421,664</u>	<u>313,652</u>	<u>19,844,288</u>
Less: accumulated depreciation	<u>(336,450)</u>	<u>(12,945)</u>	<u>(3,892,603)</u>
Total	<u>\$ 85,214</u>	<u>\$ 300,707</u>	<u>\$ 15,951,685</u>

Depreciation expense for the year ended June 30, 2013 totaled \$542,154.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Buildings and improvements	10 - 40
Software	3
Vehicles	3
Furniture and fixtures	5 - 7
Equipment	5 - 7

8. Restricted Deposits and Funded Reserves:

Restricted deposits and funded reserves consist of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

	<u>HUD I Program</u>	<u>HUD VI Program</u>	<u>Program Operations</u>
Security deposits	\$ 2,327	\$ 906	\$ 40,897
Reserve for replacements	36,615	13,912	87,732
Residual receipt deposits	<u>15,705</u>	<u>1,612</u>	<u>-</u>
Total	<u>\$ 54,647</u>	<u>\$ 16,430</u>	<u>\$ 128,629</u>

Security deposits held will be returned to tenants when they vacate. Reserve for replacement accounts are required by the Department of Housing and Urban Development (HUD) and the City of Nashua and are used for the replacement of property with prior approval. Residual receipt deposits are required by the Department of Housing and Urban Development and are to be used at the discretion of HUD.

9. Beneficial Interest:

The Organization has a beneficial interest in the Harbor Homes, Inc. Fund (the Fund), a component fund of the New Hampshire Charitable Foundation's (the Foundation) Nashua Region. The Organization will receive distributions from the Fund based on a spending allocation, which is a percentage of the assets set by the Foundation and reviewed annually. The current spending percentage is 4.5% of the market value (using a 20-quarter average) of the Fund. At June 30, 2013, the value of the fund was \$128,237.

10. Accrued and Other Liabilities:

Accrued and other liabilities include the following:

	<u>HUD I Program</u>	<u>HUD VI Program</u>	<u>Program Operations</u>
Mortgage interest	\$ 1,361	\$ 1,416	\$ -
Payroll and related taxes	-	-	205,324
Compensated absences - vacation time	-	-	234,449
Compensated absences - personal time	-	-	24,263
Other	-	-	30,723
Total	<u>\$ 1,361</u>	<u>\$ 1,416</u>	<u>\$ 494,759</u>

11. Line of Credit:

At June 30, 2013, the Organization had a \$900,000 line of credit available from TD Bank, N. A., secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1.00%, adjusted daily. As of June 30, 2013 the credit line had an outstanding balance of \$807,868, at an interest rate of 4.25%.

In March 2012 the line of credit agreement was modified to require the Organization to reduce the line to a low point of \$500,000 for a minimum of thirty consecutive days during any period over the year. The Organization was in compliance with covenants during fiscal year 2013.

12. Security Deposits:

Security deposits are comprised of tenant security deposits and other miscellaneous deposits. Tenant security deposits are held in a separate bank account in the name of the Organization. These deposits will be returned to residents when they leave the facility. Interest will be returned to residents who have had over one year of continuous tenancy.

13. Mortgages Payable, Tax Credits:

Mortgages payable, tax credits consist of a mortgage payable to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organizations, maturing in 2020, secured by real property. This amount is amortized over 10 years at zero percent interest. The amount due at June 30, 2013 is \$163,453.

14. Mortgages Payable:

Mortgages payable as of June 30, 2013 consisted of the following:

A construction loan payable to Merrimack County Savings Bank, pending permanent conversion in December 2013. The total permanent loan of \$2,424,550 and will be due in monthly installments of \$7,768, including principal and interest of 7.05%, maturing in 2040, secured by real property. As of June 30, 2013, the amount available for further advancement is \$428,515. \$ 1,996,035

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$7,768, including principal and interest at 7.05%, maturing in 2040, secured by real property. 1,124,898

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,391, including principal and interest at 6.75%, maturing in 2031, secured by real property. 767,873

(continued)

(continued)

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$5,126, including principal and interest at 6.97%, maturing in 2036, secured by real property. 704,012

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$3,996, including principal and interest at 4.75%, maturing in 2036, secured by real property. 673,732

A mortgage payable to TD Bank, due in monthly installments of \$5,387, including principal and interest at 7.27%, maturing in 2025, secured by real property. 522,441

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,692, including principal and interest at 4.75%, maturing in 2040, secured by real property. 493,329

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$2,077, including principal and interest at 5.57% for the first five years, then adjusting in June 2015, 2020, 2025, and 2030 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 2.75%, maturing in 2035, secured by real property. 316,638

A mortgage payable to Mascoma Savings Bank, fsb., due in monthly installments of \$1,731, including principal and interest at 7.00% maturing in 2036, secured by real property. 238,806

A mortgage payable to the Department of Housing and Urban Development, due in monthly installments of \$2,385, including principal and interest at 9.25%, maturing in 2022, secured by real property. 176,441

(continued)

(continued)

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,144, including principal and interest at a variable rate (5.61% at June 30, 2012), maturing in 2029, secured by real property. 141,600

A mortgage payable to Berkadia, due in monthly installments of \$3,640, including principal and interest at a variable rate (4.75% at June 30, 2012), maturing in 2016, secured by a program building and five scattered condominiums in Nashua, New Hampshire. 106,635

A mortgage payable to TD Bank, due in monthly installments of \$2,095, including principal and interest at 6.45%, maturing in 2018, secured by real property. 115,441

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$779, including principal and interest at 7.20% for the first five years, then adjusting in April 2012, 2017, 2022, 2027, and 2032 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 225 basis points, maturing in 2037, secured by real property. 105,480

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,283, including principal and interest at 3.73%, maturing in 2035, secured by real property. 57,609

Total	7,540,970
Less amount due within one year	(227,427)
Mortgages payable, net of current portion	<u>\$ 7,313,543</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2014	\$ 227,427
2015	249,975
2016	245,374
2017	233,501
2018	230,799
Thereafter	<u>6,353,894</u>
Total	<u>\$ 7,540,970</u>

15. Mortgages Payable, Deferred:

The Organization has deferred mortgages outstanding at June 30, 2013 totaling \$5,242,834. These loans are not required to be repaid unless the Organization is in default with the terms of the loan agreements or if an operating surplus occurs within that program.

Several of these loans are special financing from the New Hampshire Housing Finance Authority (NHHFA) to fund specific projects. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender.

The following is a list of deferred mortgages payable at June 30, 2013:

	<u>Program Operations</u>
City of Manchester:	
Somerville Street property	\$ <u>300,000</u>
Total City of Manchester	300,000
City of Nashua:	
Factory Street property	580,000
Spring Street property	491,000
Charles Street property	98,087
High Street fire system	<u>65,000</u>
Total City of Nashua	1,234,087

(continued)

(continued)

	<u>Program Operations</u>
Federal Home Loan Bank (FHLB):	
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	<u>398,747</u>
Total FHLB	1,198,747
 NHHFA:	
Factory Street property	1,000,000
Spring Street property	550,000
Charles Street property	50,000
Somerville Street property	<u>910,000</u>
Total NHHFA	<u>2,510,000</u>
Total Mortgages Payable, Deferred	<u>\$ 5,242,834</u>

16. Temporarily Restricted Net Assets:

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

<u>Purpose</u>	<u>Amount</u>
Dalianis bricks	\$ 735
Dental funds	85
Emergency Shelter	10,000
HVRP	4,323
Medical equipment	11,573
Operation brightside	2,000
Somerville construction/equipment/furniture	188,762
Veterans computers	<u>5,630</u>
Total	<u>\$ 223,108</u>

17. Transactions with Related Parties:

The Organization's clients perform janitorial services for Harbor Homes HUD I, II and III, Inc., Welcoming Light, Inc., Milford Regional Counseling Services, Inc., Healthy at Home, Inc., Greater Nashua Council on Alcoholism, and Southern NH HIV/AIDS Task Force, related organizations. These services are billed to the related organizations and reported as revenues in the accompanying financial statements.

The Organization currently has several contracts with Healthy at Home, Inc. to receive various skilled nursing services, CNA services and companion services for its clients. All of the contracts are based on per diem fees ranging from \$16 per hour for companion services, to \$100 per visit for skilled nursing services.

The Organization is a corporate guarantor for Greater Nashua Council on Alcoholism in relation to two mortgages on their Amherst Street property. The guaranties consist of one mortgage in the amount of \$1,867,590 and another mortgage in the amount of \$300,000.

During the year, the Organization rented office space, under tenant at will agreements, to Southern NH HIV/AIDS Task Force, and Healthy at Home, Inc., related parties. The rental income under these agreements totaled \$24,816 and \$60,000, respectively, for fiscal year 2013.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

Following are the commonly controlled organizations:

- Harbor Homes II, Inc.
- Harbor Homes III, Inc.
- HH Ownership, Inc.
- Welcoming Light, Inc.
- Milford Regional Counseling Services, Inc.
- Healthy at Home, Inc.
- Greater Nashua Council on Alcoholism
- Southern NH HIV/AIDS Task Force

18. Leases:

Operating leases

The Organization has entered into several operating leases for vehicles and equipment which expire at various times. Total lease expense for the current year was approximately \$9,000.

Future minimum lease payments for vehicles and equipment are as follows:

<u>Year</u>	<u>Amount</u>
2014	\$ 7,320
2015	6,090
2016	<u>2,200</u>
Total	<u>\$ 15,610</u>

19. Employee Benefit Plan:

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2013 were \$90,014.

In addition to the retirement plan noted above, the Organization also has a Section 457 deferred compensation plan with a value of \$29,446 at June 30, 2013.

20. Concentration of Risk:

The Organization receives 27% and 19% of its revenue from the Department of Housing and Urban Development and the Department of Veterans Affairs, respectively.

21. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

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

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

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

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Due from related organizations	\$ 307,546	\$ 307,546	\$ -	\$ -	\$ 307,546
Beneficial interest	<u>128,237</u>	<u>128,237</u>	<u>-</u>	<u>-</u>	<u>128,237</u>
Total assets	<u>\$ 435,783</u>	<u>\$ 435,783</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 435,783</u>
Due to related organizations	\$ 151,521	\$ 151,521	\$ -	\$ -	\$ 151,521
Line of credit	807,868	807,868	-	807,868	-
Mortgages payable, tax credits	163,453	163,453	-	-	163,453
Mortgages payable	7,540,970	7,540,970	-	7,540,970	-
Mortgages payable, deferred	<u>5,242,834</u>	<u>5,242,834</u>	<u>-</u>	<u>5,242,834</u>	<u>-</u>
Total liabilities	<u>\$ 13,906,646</u>	<u>\$ 13,906,646</u>	<u>\$ -</u>	<u>\$ 13,591,672</u>	<u>\$ 314,974</u>

Fair Value Measurements
Using Significant Unobservable Inputs
Level 3

	Beneficial Interest	Due from related organizations	Due to related organizations	Mortgages Payable, Tax Credits
Beginning balance June 30, 2012	\$ 116,175	\$ 456,199	\$ 173,707	\$ 184,497
Advances	12,062	-	-	-
Reductions	-	(148,653)	(22,186)	(21,044)
Transfers in to Level 3	-	-	-	-
Ending balance June 30, 2013	<u>\$ 128,237</u>	<u>\$ 307,546</u>	<u>\$ 151,521</u>	<u>\$ 163,453</u>

Due to the short term nature of the financial instruments, the book value approximates fair value.

22. Healthcare Clinic:

Patient service revenue is recorded as services provided. The Healthcare Clinic (The Clinic) establishes fees for services to patients based on a sliding fee scale. Contractual allowances are recorded based on patients served in the period the related services are rendered.

The Clinic has a policy of providing free care to patients who are unable to pay. Such patients are identified based on financial information obtained from the patients prior to the services being rendered. The approximate amount of free care services provided was \$423,000 for the year ended June 30, 2013. The Clinic billed a third-party payer approximately \$212,000 during the fiscal year.

Patient accounts receivable are recorded less allowances for doubtful accounts and net of contractual allowances. The Clinic provides for losses on patient accounts receivable using the allowance method. Receivables are considered impaired if full payments are not expected in accordance with contractual terms. The net balance as of June 30, 2013 was \$29,000.

23. Subsequent Event:

On September 19, 2013, the property located at 78-82 Main Street sold. The gain on the sale was \$527,000 and some of the proceeds, in the amount of \$307,000 were used to pay down the line of credit. On September 23, 2013, an additional \$100,000 was used to pay down the line of credit, resulting in an outstanding balance of \$400,000.

The building located at 78-82 Main Street was the main collateral used to secure the line of credit and the sale resulted in a reduction of the available

balance. The line of credit was subsequently reduced from \$900,000 to \$500,000.

HARBOR HOMES, INC.
Schedule of Activities by Cost Center
For the Year Ended June 30, 2013

	Non BBH		Community Residence Chestnut St.	Community Residence Winter St.	Emergency Shelter	Permanent Housing 2	Administration	Fundraising	Total
	Healthcare Clinic	Other							
Public Support and Revenue:									
Public Support:									
Federal grants	\$ 461,013	\$ 1,214,016	\$ 500	\$ 500	\$ 71,677	\$ -	\$ 21,043	\$ -	\$ 1,768,749
State, local, and other grants	96,276	652,920	-	-	66,534	-	-	-	815,730
Donations	11,626	367,587	-	-	10,310	-	61,393	284	451,200
Donations in-kind	-	61,023	-	-	-	-	-	-	61,023
Total Public Support	568,915	2,295,546	500	500	148,521	-	82,436	284	3,096,702
Revenue:									
Department of Housing and Urban Development	-	2,292,411	-	-	-	187,463	80,512	-	2,560,386
Veterans Administrative grants	-	1,777,023	-	-	-	-	75,000	-	1,852,023
Medicaid - Federal and State	70,738	-	360,498	334,611	-	-	-	-	765,847
Rent and service charges, net	-	491,164	-	-	2,608	18,555	-	-	512,327
Contracted services	-	357,845	-	-	-	-	-	-	357,845
Outside rent	-	72,000	-	-	-	24,816	68,400	-	165,216
Miscellaneous	91,234	3,036	-	-	-	-	2,707	-	96,977
Employment projects	-	63,792	-	-	-	-	-	-	63,792
Food and common area fees	-	-	32,400	29,243	-	-	-	-	61,643
Management fees	-	-	-	-	-	-	34,425	-	34,425
Medicare revenue	25,818	-	-	-	-	-	-	-	25,818
Unrealized gain/(loss)	-	-	-	-	-	-	12,269	-	12,269
Interest	-	57	-	-	-	-	280	-	337
Loss on disposal of fixed assets	-	(1,580)	-	-	-	-	-	-	(1,580)
Sliding fee and free care	(23,456)	-	-	-	-	-	-	-	(23,456)
Bad debts	(29,892)	(3,632)	-	(102)	(438)	-	-	-	(34,064)
Total Revenue	134,442	5,052,116	392,898	363,752	2,170	230,834	273,593	-	6,449,805
Total Public Support and Revenue	703,357	7,347,662	393,398	364,252	150,691	230,834	356,029	284	9,546,507
Expenses before depreciation	878,163	5,729,064	221,811	233,518	124,645	267,389	1,410,882	193,066	9,058,528
Change in net assets before depreciation	(174,806)	1,618,598	171,587	130,734	26,046	(36,555)	(1,054,853)	(192,772)	487,979
Depreciation	47,039	421,922	127	-	3,913	25,291	43,293	569	542,154
Change in net assets	(221,845)	1,196,676	171,460	130,734	22,133	(61,846)	(1,098,146)	(193,341)	(54,175)

See Independent Auditors' Report.

HARBOR HOMES, INC.

Schedule of Expenses

For the Year Ended June 30, 2013

	Non BBH		Community Residence Chestnut St.	Community Residence Winter St.	Emergency Shelter	Permanent Housing 2	Administration	Fundraising	Total
	Healthcare Clinic	Other							
Expenses:	\$	\$	\$	\$	\$	\$	\$	\$	\$
Accounting fees	18,933	9,620	-	-	-	-	45,200	-	45,200
Advertising and printing	-	28,215	-	-	-	-	657	-	29,210
Client services and assistance	-	10,212	-	-	180	-	-	-	28,395
Client transportation	-	12,771	-	-	-	-	-	-	10,212
Conference and conventions	55,430	24,303	-	50	-	-	190	-	37,314
Contract labor	3,606	97,376	373	2,108	-	-	16,525	-	171,812
Dues and subscriptions	77,617	46	-	-	-	-	3,695	-	7,347
Employee benefits	139	326,104	21,148	32,185	7,877	22,146	183,542	24,441	695,060
Enabling services	-	1,181	-	-	-	-	7,644	-	139
Equipment rental	40	19,405	16,373	13,138	1,417	215	102	-	9,040
Food	-	-	-	-	-	-	-	-	50,475
Fundraising expenses	-	-	-	-	-	-	-	4,843	4,843
Garbage and trash removal	855	8,909	-	-	80	2,618	7,271	62	19,795
Grants	150	224,483	-	-	660	-	-	-	225,293
Information technology	18,140	102,115	101	101	677	4,843	25,923	3	151,903
Interest expense - mortgage	6,823	286,968	-	-	7,870	6,132	20,500	368	328,661
Interest expense - other	-	-	-	-	-	-	37,772	-	37,772
Journals and publications	499	383	-	196	-	-	75	-	1,153
Legal fees	1,150	43,903	-	-	-	2,051	20,051	-	67,155
Management fees	-	-	-	-	-	-	11,169	-	11,169
Medical and clothing	-	68,605	-	-	-	-	-	-	68,605
Office supplies	3,595	21,888	384	159	112	5,708	10,486	335	42,667
Operating and maintenance	8,872	66,921	-	1,007	3,502	22,954	31,281	169	134,706
Operational supplies	10,545	31,980	2,802	2,785	4,110	2,623	7,974	71	62,890
Other expenditures	406	4,564	-	-	267	-	23,746	110	29,083
Payroll taxes	48,055	177,731	17,636	16,791	5,180	10,618	63,085	13,519	353,615
Postage/shipping	1,002	1,922	46	45	2	399	4,492	497	8,405
Professional fees	27,218	88,914	-	-	-	-	4,797	-	120,929
Property and liability insurance	23,580	70,231	1,273	1,103	1,407	3,247	16,578	290	117,709
Property taxes	-	14,198	-	-	-	-	-	-	14,198
Rent expense	-	1,934,273	-	-	17,433	39,424	-	-	1,991,130
Salary and wages	537,522	1,739,706	160,586	160,813	51,675	121,618	746,870	146,992	3,665,782
Security deposits	-	28,779	-	-	9,284	-	-	-	38,063
Snow removal	541	26,709	-	-	-	4,830	8,463	56	40,629
Staff development	55	8,926	80	80	-	-	367	25	9,533
Staff expense	3,214	13,872	500	215	117	148	7,405	102	25,573
Staff transportation	4,980	36,477	198	101	848	339	24,038	859	67,840
Telephone/communications	5,063	24,986	311	1,142	1,957	2,789	31,021	60	67,329
Utilities	6,362	163,386	-	-	9,990	14,263	49,933	254	244,188
Vehicle expenses	-	21,773	-	1,499	-	424	-	-	23,696
Total Expenses Before Depreciation	878,163	5,729,064	221,811	233,518	124,645	267,389	1,410,882	193,056	9,068,528
Depreciation	47,039	421,922	127	-	3,913	25,291	43,293	569	542,154
Total Expenses	\$ 925,202	\$ 6,150,986	\$ 221,938	\$ 233,518	\$ 128,558	\$ 292,680	\$ 1,454,175	\$ 193,625	\$ 9,600,682

See Independent Auditors' Report.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - [REDACTED]

Treasurer
(Chair, Finance Committee)
(Facilities Committee)
(Executive Committee)

(2nd term +)

Vincent Chamberlain - (6/15)

Vice Chair
(Chair Resource/Development/
Planning Committee)
(HCC Oversight Committee)

Pastor Geoff DeFranca - [REDACTED]
Community Chapel

(Resource/Development/
Planning Committee)

Laurie Des Rochers - (6-15)

(Facilities Committee)
(Resource/Development/
Planning Committee)

Robert Fischer - [REDACTED]

Chair of the Board
(Resource/Development/
Planning Committee)
(HCC Oversight Committee)

Laurie Goguen - [REDACTED]

Secretary
(Governance Committee)
(HCC Oversight Committee)
(Executive Committee)

Nathan Goodwin - [REDACTED]

Alphonse Haettenschwiller - (6/15) (Finance Committee)
(HCC Oversight Committee, Ch

Robert Kelliher - [REDACTED] (Chair, Facilities Committee)
(Governance Committee)

Lynn King - [REDACTED] (Resource/Development/
Planning Committee)
(Chair, Governance Committee)

Captain James Lima - (6/15) (Governance Committee)
(Facilities Committee)

Naomi Moody - [REDACTED] (Committee Assignment-Pending)

Dan Sallet - [REDACTED] (Finance Committee)

Trent Smith - [REDACTED] (Chair, Executive Committee)

PETER J. KELLEHER, CCSW, LICSW

45 High Street

Nashua, NH 03060

Telephone: (603) 882-3616

Fax: (603) 595-7414

E-mail: p.kelleher@nhpartnership.org

PROFESSIONAL EXPERIENCE

2006-Present President & CEO, Southern NH HIV Task Force

2002-Present President & CEO, GNCA, Inc. Nashua, NH

1997-Present President & CEO, Healthy At Home, Inc., Nashua, NH

1995-Present President & CEO, Milford Regional Counseling Services, Inc., Milford, NH

1995-Present President & CEO, Welcoming Light, Inc., Nashua, NH

1982-Present President & CEO, Harbor Homes, Inc., Nashua, NH

Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 50 programs comprising a \$13,000,000 operating budget; proposal development resulting in more than \$6,000,000 in grants annually; oversight of 250+ management and direct care professionals.

2003-2006 Consultant

Providing consultation and technical assistance throughout the State to aid service and mental health organizations

1980 - 1982 Real Estate Broker, LeVaux Realty, Cambridge, MA

Successful sales and property management specialist.

1979 - 1980 Clinical Coordinator, Task Oriented Communities, Waltham, MA

Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.

1978 - 1979 Faculty, Middlesex Community College, Bedford, MA

Instructor for an introductory group psychotherapy course offered through the Social Work Department.

1977 - 1979 Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA

Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.

1976 Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA

Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.

1971 - 1976 Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA

Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

- 1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

- 1979 Licensed Real Estate Broker -- Massachusetts
- 1989 Academy of Certified Social Workers -- NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- Business Excellence Award 2010

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Board Member, New Futures, Concord, NH
Former Member, Rotary Club, Nashua, NH

SKILLS / ABILITIES / ACHIEVEMENTS PROFILE

Administration: Seasoned professional with progressive experience in diverse healthcare and educational environments, including operations, budget control, marketing, quality assurance, risk management, utilization review, facility design and management, human resources, and strategic planning.

Management: Self-starter with strong planning, controlling, organizing and leadership skills. Effectively manages resources and ensures compliance with established policies and procedures. Skilled in identifying and troubleshooting problem areas and implementing solutions. Developed comprehensive Quality Management program. Restructured billing, triage and customer service systems resulting in improved productivity and efficiency. Extensive managed care experience.

Human Resources: Skilled in recruiting, interviewing and selecting top personnel. Effective trainer, develops staff abilities to full potential. Motivates and retains employees using the mentor approach. Managed and supervised training and development of 100 personnel. Knowledgeable regarding multicultural issues. Effectively trained and prepared counseling professionals.

Communication: Articulate speaker and effective negotiator. Writes with strength, clarity and style. Natural ability to work with others. Consistently develops good rapport with staff, professionals, staff managers and community. Works well as part of a team or independently. Wrote and published several training and procedural manuals.

PROFESSIONAL EXPERIENCE

ASSISTANT DIRECTOR, SUPPORTIVE SERVICES/VP OPERATIONS

2005-present

Harbor Homes, Inc.

Senior management position overseeing residential and administrative staff of approximately 250 employees and coordinating a continuum of service delivery for the mentally ill and homeless and other populations. Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides direct or indirect supervision to a clinical staff of 40 approximately Program Managers and MIMS workers. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

DIRECTOR OF COMMUNITY SUPPORT SERVICES DEPARTMENT

2003 – 2005

Community Council of Nashua

Nashua, NH

Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides supervision to a clinical staff of approximately 40 therapists, case managers and MIMS workers. Develops Regional Planning of adult services. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

DIRECTOR OF OUTCOMES & SYSTEM IMPROVEMENT

1999-2003

Community Council of Nashua

Nashua, NH

Developed and maintains a Quality Management Program complying with NCQA and JCAHO standards. Monitored and supervised utilization review, evaluating the medical necessity, case management and continuation of care. Developed effective medical records protocols. Directs training and development function for the agency. Coordinated efforts resulting in highly successful JCAHO survey. Coordinates Customer Service and complaints process.

ADJUNCT FACULTY

1990-2005

Rivier College

Nashua, NH

Graduate Counseling Program – Instruct graduate counseling students in a variety of courses to include Group Therapy, Counseling Techniques, Substance Abuse Counseling, Clinical Assessment, Marriage & Family Therapy, and Prescriptive Behavioral Management Techniques. Have facilitated several Independent Study courses in a variety of topics.

PRIVATE PRACTICE

1999-Present

Nashua, NH

Maintains private practice of approximately 40 clients. Coordinates care with primary care physicians and others. Coordinates treatment with managed care companies.

DIRECTOR OF REGIONAL BEHAVIORAL HEALTH QM**1997-1999****The Hitchcock Clinic****Bedford, NH**

Developed and maintained a Quality Management Program complying with NCQA standards for four Behavioral Health sites. Developed and implemented program expansion. Identified staffing requirements and facilitated subsequent downsizing to ensure cost effectiveness. Liaison between the Clinic and insurance plans. Monitored and supervised utilization review for the Southern Region, evaluating the medical necessity, case management and continuation of care. Recommended by insurance reviewers to other organizations for consultation services in order to assist these agencies in their compliance processes. Developed effective medical records protocols.

COORDINATOR OF MULTICULTURAL COUNSELING PROGRAM**1998-1999****Rivier College****Nashua, NH**

Coordinates the Bilingual/Multicultural Counseling Program in both guidance counseling and mental health fields. Recruits and advises professional students from local multicultural agencies. Developing a diversity-training program for use in area schools and businesses to enhance multicultural awareness. Instructor in Graduate Counseling Program.

CLINICAL DIRECTOR**1990-1997****The Hitchcock Clinic****Nashua, NH**

Developed and implemented program policies and procedures. Managed FTE and budgetary control while providing effective leadership to the staff. Improved out-referral system, while reducing out-referral expenditures. Developed cooperative collaboration measures with insurers' UM Departments. Supervised a staff of thirty employees. Senior member of the Regional Management Team, and also a member of the Nashua Medical Group Board of Governors.

PROGRAM DIRECTOR**1988-1990****Partial Hospitalization Program, Brookside Hospital****Nashua, NH**

Developed program components, structure, policies and procedures. Implemented FTE and budgetary control and supervised treatment staff. Initiated referral network and maintained marketing and referral relationships within the Greater Nashua community. Facilitated groups, provided case management and individual counseling including initial assessments. Monitored case management and utilization review processes with insurers.

PROGRAM DIRECTOR – SUBSTANCE ABUSE CLINIC**1985-1988****Department of the Army****West Germany**

Developed comprehensive preventive substance abuse program. Coordinated efforts with schools, civic organizations, civilian agencies and military organizations in order to integrate preventive education efforts. Supervised clinical and support staff of two treatment clinics. Maintained referral relationships with commanders.

ARMY COMMUNITY SERVICE DIRECTOR**1983-1985****Department of the Army****West Germany**

Developed comprehensive community support agency. Responsible for staffing and budgetary concerns. Composed informational publications, prepared financial and statistical reports and submitted budget requests to the U. S. government for agency funding. Responsible for FAP (Family Advocacy Program).

EDUCATION**MASTERS OF BUSINESS ADMINISTRATION DEGREE
IN HEALTHCARE ADMINISTRATION - 2001****Rivier College, Nashua****MASTERS OF SCIENCE IN EDUCATION (COUNSELING) - 1986****University of Southern California****BACHELORS IN EDUCATION (SPECIAL EDUCATION) –1974****Westfield State College, Westfield, MA****LICENSES AND CERTIFICATIONS****LICENSED CLINICAL MENTAL HEALTH COUNSELOR****New Hampshire License #100 – 1998****MASTERS ADDICTION COUNSELOR CERTIFICATION****1997**

Skills	<ul style="list-style-type: none"> individual line counts, and organizational charts for account utilization and resource mapping • Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees. • Main contact for all customers and service providers located in the Latin America territory. • Provided Financial Support for account closing. <p>Quality Controller/ System Support Administrator June 2003 – February 2004</p> <ul style="list-style-type: none"> • Main contact between administrators and system support to prioritize technical errors. • Responsible for weekly, monthly and quarterly quality review reporting. • Responsible for weekly and monthly geography reports. • Maintain all employee related spreadsheets updated. • Manage quality review reports to ensure policies and procedures are being followed. • Mentoring new hires in their assigned positions. • Communicating with manager for tools necessary for team. • Categorize and notify managers of any performance issues. • Provide support for team members with problem solving. <p>Per Event Administrator August 2001 – June 2003</p> <ul style="list-style-type: none"> • Responsible for billing revenue. • Maintenance of contracts, including service changes and billing. • General office filing and organization. • Data Entry. • Assisting customer needs. • Solving any customer issues. • Revenue booking and customer assistance for Latin America/Caribbean territory. • Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory 	
	<ul style="list-style-type: none"> • Windows 98/2000/XP/7 • SIFT – Financial Database • Microsoft Office • Fundware/F9 	<ul style="list-style-type: none"> • PEARS/CHAMP/WFM • NCAS/SAP • SAGE - MIP • Fluent in Portuguese
Education	<p>Hesser College</p> <ul style="list-style-type: none"> • Bachelor of Science, Business Administration –concentration in Finance – Oct 2005 • Trained Medical Translator – Portuguese • Fluent in Portuguese and Proficient in Spanish <p>Southern NH University</p> <ul style="list-style-type: none"> • Pursuing MBA and Financial/International Business Certification. 	

Christopher Gartland

Objective

To utilize the skills of over 20 years in health/mental health care.

Experience

Oct. 2010 - Present

Harbor Homes, Inc.

Nashua, NH

Shelter Coordinator

- Responsible for overall functioning of the Shelter: including supervision of case management of all shelter guests, resolving complaints from shelter guest, assuring that house rules are adhered to, ensuring environment meets the regulations of shelter. Reviewing all HMIS paperwork and assuring all information is reported. Ensuring adequate amount of supplies; i.e. Bedding, food, etc. for shelter guests.
- Responsible for the ongoing training of shelter staff, resolving any staff complaints, ensuring that the shelter is staffed 24 hrs.
Fostering and maintaining relationships with outside resources and updating information on resource file.
Attendance and involvement in all city wide events for the homeless.
Advocating for the homeless.
Work directly with the Community Mental Health Agency so to ensure that all guest with mental Health issues receive the necessary care for their illness.
Provide Functional Support Services to shelter guest with prescribed FSS services.
Work directly with the Harbor Clinic at HHI so to ensure that guest receive the health services they Need.
Responsible for screening all new guests and monitoring waiting list and doing intakes on all new Guest and case management to assigned guest.
Work with Program Manager and Asst. Manager and coordinating all other necessary services.
Crisis Intervention as needed.

November 1999 –

Harbor Homes, Inc.

Nashua, NH

October 2010

Functional Support Service Worker, IMR Practitioner, and Floater for Chestnut St. Group Home.

- FSS: provide therapeutic behavioral services, to the mentally ill, in areas: ADL's, Interpersonal Skills, Adaption to Change, and Task Performance. Crisis Intervention as needed and Medication Services as needed.
 - Work closely with Mental Health Agency as a team member so as to provide the highest quality of services to the client. Advocate for clients needs.
 - Work with clients on IMR in regards to supporting them in setting their own goals and steps to follow through to reach these goals, utilizing the IMR Handbook.
Staff for a group home with 10 residents, providing FSS services, and support with ADL, Interpersonal, Adaption to Change, and Task Performance. Responsible for monitoring of self-administration of medications, and crisis intervention as needed.
-

March 1998 – June 2001

Mass. General Hospital

Boston, MA

Operations Coordinator

- Responsible for the environment of care for 2 medical units and psychiatric unit, ensuring that environment of care meets all standards of Public Health and Safety, and JACHO regulations. Responsible that all units are adequately supplied with all necessary medical supplies. Responsible for reviewing systems and making changes to more adequately meet staff/unit needs.
- Responsible for the hiring, firing, training, counseling and direct supervision for Support Staff and Unit Service Providers on all assigned units. Include leading Staff Meeting each week, resolve conflicts with other staff, scheduling 24 hour coverage.
Foster and maintain relationships with all departments in patient care services and work closely to provide the highest quality of service for patients.
Work with admitting and D/C case managers to ensure the smooth transition of patients either to inpatient or home.
Responsible for training all staff in preparation for all inspections, including Public Health and Safety and JACHO. Also responsible for ensuring units are prepared for inspections.
Work closely as a member of a Management Triad including: Nurse Manager, Clinical Specialist
In ensuring that all needs of clients are met.
In the Inpatient Psychiatric Unit responsible for tracking all legal information on patients regarding Commitments, Voluntary and Involuntary Admissions. Ensuring that all patients receive all necessary Legal paperwork and know of their rights to counsel.

Education

1982 - 1986

St. John's Seminary College

Brighton, MA

BA in Philosophy/Psychology

Apostolic Ministry: Hailey House: Ministry to the Homeless Boston, MA

1990

Bentley College

Waltham, MA

Paralegal Certificate

Awards

1992

Mount Auburn Hospital Employee of the Month

2000

Mass. General Hospital: Partnership in Excellence Award

2008

Harbor Homes, Inc.: Adam Gurekis Award for Outstanding
Functional Support Provider.

References

References are available on request.

HARBOR HOMES, INC.
Emergency Shelter

SALARIES OF KEY ADMINISTRATIVE PERSONNEL

Name	Job Title	Salary	% Paid From This Grant
Peter Kelleher	President & CEO	\$ 115,856	2.56%
Carol Furlong	Vice President, Operations	\$ 93,496	2.56%
Ana Pancine	Finance Specialist	\$ 52,000	2.56%
Christopher Gartland	Program Manager	\$ 40,997	10.67%

STM



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

NH
28
3-26-14

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

March 4, 2014

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

RETROACTIVE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$270,816 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Greater Nashua Council on Alcoholism	166574-B001	Nashua	\$18,105
Harbor Homes, Inc.	155358-B001	Nashua	\$41,534
Nashua Soup Kitchen and Shelter, Inc	174173-R001	Nashua	\$42,557
New Horizons for New Hampshire, Inc.	175227-R001	Manchester	\$41,319
The Bridge House, Inc.	165288-B001	Plymouth	\$30,062
The Friends Program, Inc.	154987-B001	Concord	\$35,964
Southwestern Community Services, Inc.	177511-B001	Keene	\$61,275
		Total	\$270,816

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The NH Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 7 of 14 retroactive agreements and represents \$270,816 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds provided to New Hampshire by the U.S. Department of Housing and Urban Development. The vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The Department of Housing and Urban Development historically announces funding levels in the late spring of each federal fiscal year. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information.

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, which will increase statewide on local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

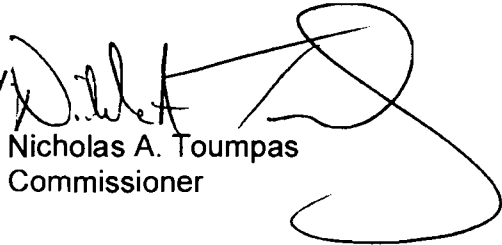
In the event that Federal funds became no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

**Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House**

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.


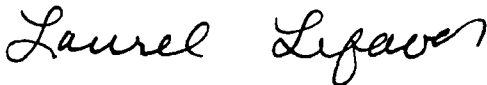

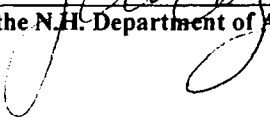
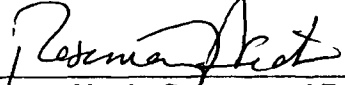
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 882-3616	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$41,534.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/6/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Laurel Lefavor, Notary</u>		LAUREL A. LEFAVOR, Notary Public My Commission Expires September 22, 2015	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>MARY Ann Cooley</u> <u>Associate Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: PK
Date: 2/6/19

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 and purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: pk
Date: 2/6/14

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

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. **PROVISIONS APPLICABLE TO ALL SERVICES:**

- 2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.
- 2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.6 Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

3. **SERVICES:**

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

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Exhibit A

3.1 Emergency Solutions Grant Program, 24 CFR part 576

3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$41,534.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$41,534.00

Total program amount: \$41,534.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
- 2.2. 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.
- 2.3. 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.

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Exhibit B

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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



Exhibit B

Emergency Solutions Grant

EXPENSE BUDGET for 2014:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$41,534.00	\$41,534.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$41,534.00	\$41,534.00
TOTAL Federal+Match	\$83,068.00	



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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.




CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: Harbor Homes Inc.

2/6/14
Date


Name: Peter Kallener
Title: President & CEO



**Emergency Solutions Grant Program
Amendment # 1**

**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and My Friend's Place. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 368 Washington Street, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 9, 2014 (Item #43), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7927-102-500731-42306010
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$54,840
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



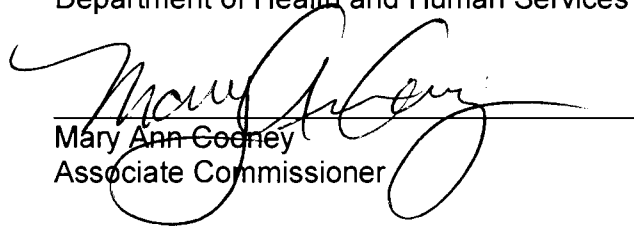
**Emergency Solutions Grant Program
Amendment # 1**

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

11/12/14
Date


Mary Ann Gooney
Associate Commissioner

My Friend's Place


10/15/14
Date


Name: _____
Title: President

Acknowledgement:

State of New Hampshire County of Strafford on October 15 2014
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace


Name and Title of Notary Public or Justice of the Peace





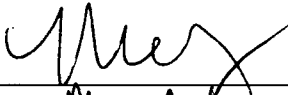
**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14

Date



Name: Megan A. Yee
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Amendment # 1 Exhibit B

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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the

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Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Emergency Solutions Grant

EXPENSE BUDGET for SFY 2014 and SFY 2015:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$54,840	\$54,840
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$54,840	\$54,840
TOTAL Federal+Match	\$109,680	

Contractor Initials *KAS*
Date *10/15/14*



SPECIAL PROVISIONS

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

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

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10/15/14



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

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

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



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

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

[Handwritten Signature]

10/15/14



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000; and

[Handwritten Signature]
Date 10/15/14



**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.

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

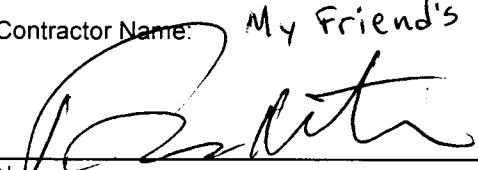


against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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.

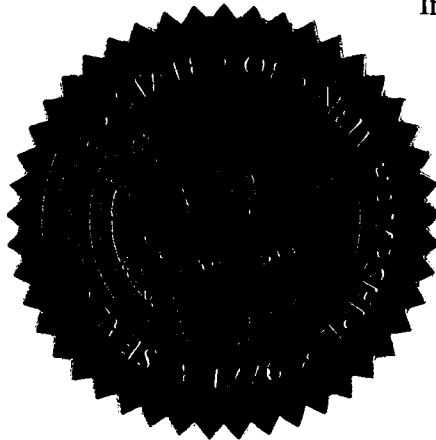
10/15/14
Date

Contractor Name: My Friend's Place
Name: 
Title: President

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 MY FRIEND'S PLACE is a New Hampshire nonprofit corporation formed February 3, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of My Friend's Place
(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 10/14/14:
(Date)

RESOLVED: That the President
(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 15 day of October, 2014.
(Date Contract Signed)

4. Francis Bruton is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

B. Gaudet, Secretary
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford.

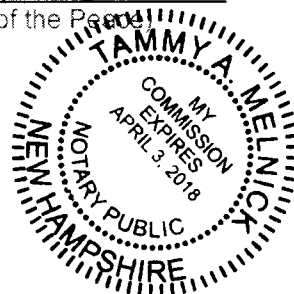
The forgoing instrument was acknowledged before me this 15th day of October, 2014.

By Brenda Gaudet
(Name of Elected Officer of the Agency)

Tammy A. Melnick
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____



Statement of Organization's purpose/mission

My Friend's Place is organized to operate exclusively for educational and charitable purposes, including but not limited to providing temporary emergency housing and support for individuals and families in Strafford County who need such assistance because of an emergency or adverse situation.

MY FRIEND'S PLACE

FINANCIAL STATEMENTS

Year Ended June 30, 2012

DRAFT

TABLE OF CONTENTS

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INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements	6

DRAFT

Hodgdon, Wilson & Griffin
Certified Public Accountants, P.A.

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
My Friend's Place
Dover, New Hampshire

We have audited the accompanying statement of financial position of My Friend's Place (a Nonprofit Organization) as of June 30, 2012 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of My Friend's Place as of June 30, 2012 and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Hodgdon, Wilson & Griffin

DATE

MY FRIEND'S PLACE
STATEMENT OF FINANCIAL POSITION
June 30, 2012

<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$	105,247
Investments		758
Inventory		4,102
Prepaid expenses		4,723
Employee loans		885
Total current assets		<u>115,715</u>
PROPERTY, PLANT AND EQUIPMENT		
Land		87,150
Buildings and improvements		767,342
Furniture and fixtures		39,985
Equipment		6,187
Total property and equipment		900,664
Less accumulated depreciation		<u>352,331</u>
Net property and equipment		548,333
ENDOWMENT INVESTMENTS		
		<u>8,869</u>
NET ASSETS	\$	<u>672,917</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$	6,180
Accrued payroll and payroll taxes		7,103
Accrued earned time		8,694
Note payable, current portion		6,795
Total current liabilities		<u>28,772</u>
NOTE PAYABLE, net of current portion		<u>36,204</u>
Total liabilities		64,976
NET ASSETS		
Unrestricted		599,072
Temporarily restricted		-
Permanently restricted		8,869
Total net assets		<u>607,941</u>
TOTAL LIABILITIES AND NET ASSETS	\$	<u>672,917</u>

DRAFT

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

MY FRIEND'S PLACE
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2012

UNRESTRICTED NET ASSETS	
Public support and revenue:	
Public support	
Grants	\$ 161,147
Donations	75,775
United Way	<u>19,631</u>
Total public support	256,553
OTHER REVENUE	
Bingo proceeds, net	76,098
Rent and miscellaneous	20,032
Other gaming revenue	11,012
Interest income	247
Unrealized loss on investments	(17)
Total other revenue	<u>107,372</u>
Total public support and revenue	363,925
FUNCTIONAL EXPENSES	
Program services	292,413
Management and general	60,798
Fundraising	<u>14,669</u>
Total functional expenses	367,880
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	(3,955)
TEMPORARILY RESTRICTED NET ASSETS	-
PERMANENTLY RESTRICTED NET ASSETS	
Investment income (loss), net of fees	441
Distributions	-
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	<u>441</u>
INCREASE (DECREASE) IN NET ASSETS	(3,514)
NET ASSETS, Beginning	<u>611,455</u>
NET ASSETS, Ending	\$ <u>607,941</u>

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

MY FRIEND'S PLACE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2012

	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Classified advertising and public relations	\$ -	\$ 615	\$ -	\$ 615
Depreciation expense	19,398	655	-	20,053
Employee benefits	38,679	7,736	1,934	48,349
Insurance	7,519	4,686	-	12,205
Interest expense	2,966	156	-	3,122
Maintenance and repairs	19,781	686	-	20,467
Miscellaneous	3,290	720	1,112	5,122
Office expense	118	567	2,554	3,239
Professional fees	-	7,706	-	7,706
Resident support services	1,334	-	-	1,334
Salaries and wages	143,638	28,729	7,180	179,547
Supplies	6,431	4,645	1,161	12,237
Taxes, payroll	14,564	2,913	728	18,205
Telephone	4,086	215	-	4,301
Training	671	-	-	671
Transportation expense	726	-	-	726
Utilities	29,212	769	-	29,981
TOTAL FUNCTIONAL EXPENSES	\$ <u>222,413</u>	\$ <u>60,798</u>	\$ <u>14,669</u>	\$ <u>367,880</u>

DRAFT

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

MY FRIEND'S PLACE
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase (decrease) in net assets	\$(3,514)
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Unrealized loss on investments	17
Investment (income) loss, net of fees	(441)
Distributions from permanently restricted net assets	-
Depreciation	20,053
(Increase) decrease in:	
Grants receivable	-
Inventory	(2,026)
Prepaid expenses	3,158
Employee loans	(885)
Increase (decrease) in:	
Accounts payable	5,229
Accrued payroll and payroll taxes	339
Accrued earned time	(<u>1,702</u>)
Total adjustments	<u>23,742</u>
Net cash provided (used) by operating activities	20,228
CASH FLOWS FROM INVESTING ACTIVITIES	
Acquisition of property, plant and equipment	(3,406)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal reduction of long-term debt	(<u>6,312</u>)
Increase (decrease) in cash	10,510
Cash at beginning of year	<u>94,737</u>
CASH AT END OF YEAR	\$ <u>105,247</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash paid during the year for interest	\$ 3,122

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

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

My Friend's Place was organized February 3, 1987. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in Strafford County, New Hampshire.

Basis of Accounting

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

Financial Statement Presentation

My Friend's Place reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, My Friend's Place is required to present a statement of cash flows.

Cash and Cash Equivalents

For purposes of the statement of cash flows, My Friend's Place considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

My Friend's Place maintains a repurchasing account with a banking institution. Repurchase agreements are short-term investments, typically sold by banks as alternatives to certificates of deposit. Transfers to and from the account are made daily to cover checks clearing in operating accounts. The repurchase account held by My Friend's Place is collateralized by a pool of U.S. Government agencies or U.S. Treasury notes.

Cash does not include \$32,128 held by the Organization as of June 30, 2012. As required by State of New Hampshire regulations, this amount was held by the Organization in a separate account to be used as prizes for Bingo games. This cash is not available for any other purpose.

Marketable Securities

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

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Promises to Give

Contributions are recognized when the donor makes a promise to give to My Friend's Place that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. An allowance for uncollectible unconditional promises to give is established based on historical experience and management's evaluation of outstanding unconditional promises to give at the end of each year. During the year ended June 30 2012, management determined that certain grants previously recorded as Promises to Give were not contributions. As a result, Promises to Give as of June 30, 2012 was \$0.

Fair Value of Financial Instruments

Unless otherwise indicated, the fair values of all reported assets and liabilities which represent financial instruments, none of which are held for trading purposes, approximate the carrying values of such amounts.

Inventory

Inventory of Bingo materials and supplies are recorded at the lower of cost (first in, first out basis) or market.

Property, Plant and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair values for those items which have been donated. The cost basis of the land and buildings acquired by My Friend's Place is allocated based on real estate tax valuation. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 5 to 15 years.

Restatement of Financial Statements

The opening balance of Temporarily Restricted Net Assets has been decreased \$85,771 for the year ending June 30, 2012. Management has determined that certain grants previously recorded with Temporarily Restricted Net Assets were not contributions.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. My Friend's Place typically receives contributed services to assist with general administrative and maintenance tasks. For the year ended June 30, 2012, no amounts for contributions of services were recognized in the financial statements.

Donated Materials

My Friend's Place records donated materials at fair value. Donations of food, personal care items and household supply items for the use of residents are not recorded in the financial statements because of the difficulty in determining fair value.

Functional Allocation of Expenses

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

Income Taxes

My Friend's Place has received a letter of determination dated June 20, 1988 from the Internal Revenue Service advising it that it qualifies as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. My Friend's Place is classified as other than a private foundation.

Use of Estimates

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

Subsequent Events

Management has evaluated subsequent events through -----DATE-----, the date that the financial statements were available to be issued.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE B - ENDOWMENT INVESTMENTS

My Friend's Place is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of My Friend's Place. In accordance with its spending policy, the Foundation makes distributions from the funds to My Friend's Place. The distributions are approximately five percent of the market value of the fund per year. The estimated value of the future distributions from the fund is included in these financial statements, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of My Friend's Place.

The endowment investments consist primarily of pooled investments. Pooled investments are allocated as follows for the years ended June 30, 2012:

Equity securities	40%
Hedge funds	22%
Fixed income	11%
Inflation hedging	10%
Private equity/venture capital	10%
Cash and cash equivalents	7%

NOTE C - ACCRUED EARNED TIME

Accrued earned time consists of a liability for future compensated leave time that is vested with the employees.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE D - NOTE PAYABLE

	<u>Current Portion</u>	<u>Long-term Portion</u>	<u>Total</u>
Mortgage payable, secured by land and building at 368 Washington Street in Dover, NH; monthly payments of principal and interest only at 6.61%; maturity date is December, 2017.	\$ <u>6,795</u>	\$ <u>36,204</u>	\$ <u>42,999</u>

Maturity of long-term debt over the next five years is as follows for years ending June 30,

2013.....	\$ 6,795
2014.....	7,258
2015.....	7,753
2016.....	8,281
2017.....	8,845
Thereafter.....	<u>4,067</u>
TOTAL.....	\$ <u>42,999</u>

NOTE E - RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets consisted of amounts for subsequent periods. As of June 30, 2012, temporarily restricted net assets was \$0.

As of June 30, 2012, My Friend's Place has permanently restricted net assets of \$8,869 invested with The New Hampshire Charitable Foundation.

NOTE F - BINGO PROCEEDS, NET

For the year ended June 30, 2012 bingo proceeds, net of \$76,098 consisted of bingo revenue of \$262,832 and other gaming revenue of \$565,040 less expenses of \$751,774.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE G - RETIREMENT PLAN

My Friend's Place has adopted a 403(b) retirement plan. Under the plan, employees who meet certain age and length of service requirements may elect to defer a percentage of their salary, subject to Internal Revenue Service limits. My Friend's Place matches the employee deferral up to 5% of the employee's salary. For the year ended June 30, 2012, retirement expense was \$2,635.

NOTE H - LEASING ARRANGEMENTS

My Friend's Place rents property under cancelable leasing arrangements.

NOTE I - CREDIT RISK CONCENTRATION

As of June 30, 2012, My Friend's Place had \$63,427 in a repurchase account which is included in the cash balance. This amount is collateralized by a pool of U.S. Government agencies or U.S. Treasury notes. These amounts are considered cash equivalents. They are not insured by the Federal Deposit Insurance Corporation.

NOTE J - ECONOMIC DEPENDENCY

My Friend's Place contracts are generally with government agencies and, therefore, the majority of its receivables and a significant amount of its revenue are derived from that source.

In addition, My Friend's Place has received a significant amount of its fundraising revenue from the operation of Bingo games.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE K - COMMITMENTS AND CONTINGENCIES

During the year ended June 30, 1998, My Friend's Place received a grant from the United States Department of Housing and Urban Development (HUD). The \$99,566 grant was used towards the acquisition of a transitional housing facility located at 21-23 Hough Street in Dover, New Hampshire. Under the terms of the grant, My Friend's Place would have to receive authorization from HUD in order to convert the transitional housing facility to another use. Failure to receive authorization from HUD would result in repayment of the grant to HUD.

My Friend's Place received money under various state and federal grants. Under the terms of these grants, My Friend's Place was required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposals, My Friend's Place might be required to repay the grantor's funds.

DRAFT

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2012

Open to Public Inspection

A For the 2012 calendar year, or tax year beginning 07/01/12, and ending 06/30/13

<p>B Check if applicable:</p> <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<p>C Name of organization MY FRIEND'S PLACE</p> <p>Doing Business As</p> <p>Number and street (or P.O. box if mail is not delivered to street address) Room/suite 368 WASHINGTON STREET</p> <p>City, town or post office, state, and ZIP code DOVER NH 03820</p> <p>F Name and address of principal officer: FX BRUTON 798 CENTRAL AVENUE DOVER NH 03820</p>	<p>D Employer identification number 02-0407497</p> <p>E Telephone number 603-749-3017</p> <p>G Gross receipts \$ 1,079,373</p> <p>H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)</p> <p>H(c) Group exemption number ▶</p>
<p>I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527</p>		
<p>J Website: ▶ N/A</p>		
<p>K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶</p>		<p>L Year of formation: M State of legal domicile:</p>

Part I Summary

Activities & Governance	<p>1 Briefly describe the organization's mission or most significant activities: PRIMARY PURPOSE IS TO PROVIDE SAFE AND SUPPORTIVE EMERGENCY AND TRANSITIONAL SHELTER TO INDIVIDUALS AND FAMILIES EXPERIENCING HOMELESSNESS IN STRAFFORD COUNTY, NH.</p> <p>2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.</p> <p>3 Number of voting members of the governing body (Part VI, line 1a) 3 13</p> <p>4 Number of independent voting members of the governing body (Part VI, line 1b) 4 13</p> <p>5 Total number of individuals employed in calendar year 2012 (Part V, line 2a) 5 10</p> <p>6 Total number of volunteers (estimate if necessary) 6 0</p> <p>7a Total unrelated business revenue from Part VIII, column (C), line 12 7a 0</p> <p>b Net unrelated business taxable income from Form 990-T, line 34 7b 0</p>																									
Revenue		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Prior Year</th> <th>Current Year</th> </tr> </thead> <tbody> <tr> <td>8 Contributions and grants (Part VIII, line 1h)</td> <td style="text-align:right">255,819</td> <td style="text-align:right">253,224</td> </tr> <tr> <td>9 Program service revenue (Part VIII, line 2g)</td> <td style="text-align:right">20,032</td> <td style="text-align:right">20,129</td> </tr> <tr> <td>10 Investment income (Part VIII, column (A), lines 3, 4; and 7d)</td> <td style="text-align:right">263</td> <td style="text-align:right">218</td> </tr> <tr> <td>11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)</td> <td style="text-align:right">87,110</td> <td style="text-align:right">79,133</td> </tr> <tr> <td>12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)</td> <td style="text-align:right">363,224</td> <td style="text-align:right">352,704</td> </tr> </tbody> </table>		Prior Year	Current Year	8 Contributions and grants (Part VIII, line 1h)	255,819	253,224	9 Program service revenue (Part VIII, line 2g)	20,032	20,129	10 Investment income (Part VIII, column (A), lines 3, 4; and 7d)	263	218	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	87,110	79,133	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	363,224	352,704						
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11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	87,110	79,133																								
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Expenses		<table border="1" style="width:100%; border-collapse: collapse;"> <tbody> <tr> <td>13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)</td> <td style="text-align:right">0</td> <td style="text-align:right">0</td> </tr> <tr> <td>14 Benefits paid to or for members (Part IX, column (A), line 4)</td> <td style="text-align:right">0</td> <td style="text-align:right">0</td> </tr> <tr> <td>15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)</td> <td style="text-align:right">246,101</td> <td style="text-align:right">247,539</td> </tr> <tr> <td>16a Professional fundraising fees (Part IX, column (A), line 11e)</td> <td style="text-align:right">0</td> <td style="text-align:right">0</td> </tr> <tr> <td>b Total fundraising expenses (Part IX, column (D), line 25) ▶ 14,468</td> <td style="text-align:right">121,779</td> <td style="text-align:right">121,742</td> </tr> <tr> <td>17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)</td> <td style="text-align:right">367,880</td> <td style="text-align:right">369,281</td> </tr> <tr> <td>18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)</td> <td style="text-align:right">-4,656</td> <td style="text-align:right">-16,577</td> </tr> <tr> <td>19 Revenue less expenses. Subtract line 18 from line 12</td> <td style="text-align:right">672,917</td> <td style="text-align:right">642,571</td> </tr> </tbody> </table>	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0	14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	246,101	247,539	16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 14,468	121,779	121,742	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	367,880	369,281	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	-4,656	-16,577	19 Revenue less expenses. Subtract line 18 from line 12	672,917	642,571
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22 Net assets or fund balances. Subtract line 21 from line 20	607,941	591,827																								

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	<p>Signature of officer _____ Date _____</p> <p>Type or print name and title _____</p>	
Paid Preparer Use Only	<p>Pnnnt/Type preparer's name: DAVID D. HAMILTON</p> <p>Preparer's signature: <i>David D. Hamilton</i></p> <p>Date: 05/14/14 Check <input type="checkbox"/> if self-employed PTIN: P00037436</p> <p>Firm's name ▶ HODGDON, WILSON & GRIFFIN, CPAS Firm's EIN ▶ 02-040 0922</p> <p>Firm's address ▶ 600 STATE ST STE B PORTSMOUTH, NH 03801-4385 Phone no 603-436-9101</p>	

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response to any question in this Part III

1 Briefly describe the organization's mission:

PRIMARY PURPOSE IS TO PROVIDE SAFE AND SUPPORTIVE EMERGENCY AND TRANSITIONAL SHELTER TO INDIVIDUALS AND FAMILIES EXPERIENCING HOMELESSNESS IN STRAFFORD COUNTY, NH.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **295,562** including grants of \$) (Revenue \$)
TO PROVIDE SAFE AND SUPPORTIVE EMERGENCY AND TRANSITIONAL SHELTER.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **295,562**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14a Did the organization maintain an office, employees, or agents outside of the United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? If "Yes," complete Schedule F, Parts II and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? If "Yes," complete Schedule F, Parts III and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	<input type="checkbox"/>	<input type="checkbox"/>

Part IV Checklist of Required Schedules (continued)

		Yes	No
21	Did the organization report more than \$5,000 of grants and other assistance to any government or organization in the United States on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22	Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Was a loan to or by a current or former officer, director, trustee, key employee, highest compensated employee, or disqualified person outstanding as of the end of the organization's tax year? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response to any question in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
4b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
7a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
7b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
9a	Did the organization make any taxable distributions under section 4966?		
9b	Did the organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
10a	Initiation fees and capital contributions included on Part VIII, line 12		
10b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
11a	Gross income from members or shareholders		
11b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
12b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
13a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
13b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
13c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response to any question in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1b	Enter the number of voting members included in line 1a, above, who are independent.		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	a The governing body?	X	
8b	b Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		X
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13.	X	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		X
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.	X	
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	a The organization's CEO, Executive Director, or top management official	X	
15b	b Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **NH**
- 18** Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how), the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, physical address, and telephone number of the person who possesses the books and records of the organization: **EXECUTIVE DIRECTOR** **368 WASHINGTON STREET** **NH 03820**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response to any question in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organizations compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) FX BRUTON	0.00									
PRESIDENT	0.00	X		X			0	0	0	
(2) STAN ROBBINS	0.00									
VICE PRESIDENT	0.00	X		X			0	0	0	
(3) ROBERT FULLER	0.00									
TREASURER	0.00	X		X			0	0	0	
(4) BRENDA GAUDET	0.00									
SECRETARY	0.00	X		X			0	0	0	
(5) JOHN GUY	0.00									
DIRECTOR	0.00	X					0	0	0	
(6) CHUCK MONE	0.00									
DIRECTOR	0.00	X					0	0	0	
(7) PHYLLIS LAPOINTE	0.00									
DIRECTOR	0.00	X					0	0	0	
(8) DENNIS KOSTIS	0.00									
DIRECTOR	0.00	X					0	0	0	
(9) HEIDI CLUFF	0.00									
DIRECTOR	0.00	X					0	0	0	
(10) ESTELLE LEWIS	0.00									
DIRECTOR	0.00	X					0	0	0	
(11) SUE FORD	0.00									
DIRECTOR	0.00	X					0	0	0	

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both a officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) SANDRA JALBERT DIRECTOR	0.00 0.00	X						0	0	0
(13) MARTIN JAFFE DIRECTOR	0.00 0.00	X						0	0	0
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 in reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response to any question in this Part VIII.

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns					
	b Membership dues					
	c Fundraising events					
	d Related organizations					
	e Government grants (contributions)	1e 142,132				
	f All other contributions, gifts, grants, and similar amounts not included above	1f 111,092				
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		253,224			
Program Service Revenue	2a RESIDENT RENT/SERVICE	Busn. Code	15,148	15,148		
	b NHDHHS RENT		4,981	4,981		
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f		20,129			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		218		218	
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
		b Less: rental exps.				
	c Rental inc. or (loss)					
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		b Less: cost or other basis & sales exps.				
		c Gain or (loss)				
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a				
		b Less: direct expenses	b			
c Net income or (loss) from fundraising events						
9a Gross income from gaming activities. See Part IV, line 19	a 805,802					
	b Less: direct expenses	b 726,669				
	c Net income or (loss) from gaming activities		79,133		79,133	
10a Gross sales of inventory, less returns and allowances	a					
	b Less: cost of goods sold	b				
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue	11a	Busn. Code				
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d					
12 Total revenue. See instructions.		352,704	20,129	0	79,351	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response to any question in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	189,450	151,560	30,312	7,578
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	40,491	32,392	6,478	1,621
10 Payroll taxes	17,598	14,077	2,817	704
11 Fees for services (non-employees):				
a Management				
b Legal	450		450	
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	3,876	145	580	3,151
14 Information technology				
15 Royalties				
16 Occupancy	56,939	55,414	1,525	
17 Travel	1,043	1,043		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	50	50		
20 Interest	2,640	2,507	133	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	19,814	19,168	648	-2
23 Insurance	11,193	2,798	8,395	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a SUPPLIES	12,581	6,290	5,032	1,259
b TELEPHONE	4,609	4,379	230	
c STAFF SUPPORT SERVICES	3,916	3,132	627	157
d BOOKS AND PERIODICALS	1,037	1,037		
e All other expenses	3,594	1,570	2,024	
25 Total functional expenses. Add lines 1 through 24e	369,281	295,562	59,251	14,468
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response to any question in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1	Cash—non-interest bearing	41,821	1	27,274
	2	Savings and temporary cash investments	63,426	2	70,097
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net	885	7	
	8	Inventories for sale or use	4,102	8	1,865
	9	Prepaid expenses and deferred charges	4,723	9	4,268
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	901,077		
		10a			
	b	Less: accumulated depreciation	372,145	10c	528,932
		10b			
	11	Investments—publicly traded securities	9,627	11	10,135
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
14	Intangible assets		14		
15	Other assets. See Part IV, line 11		15		
16	Total assets. Add lines 1 through 15 (must equal line 34)	672,917	16	642,571	
Liabilities	17	Accounts payable and accrued expenses	6,180	17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	42,999	23	36,203
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	15,797	25	14,541
	26	Total liabilities. Add lines 17 through 25	64,976	26	50,744
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	599,072	27	582,515
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets	8,869	29	9,312
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
33	Total net assets or fund balances	607,941	33	591,827	
34	Total liabilities and net assets/fund balances	672,917	34	642,571	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	352,704
2	Total expenses (must equal Part IX, column (A), line 25)	2	369,281
3	Revenue less expenses. Subtract line 2 from line 1	3	-16,577
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	607,941
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	463
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	591,827

Part XII Financial Statements and Reporting

Check if Schedule O contains a response to any question in this Part XII

- 1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a		X
2b		X
2c		
3a		
3b		

My Friend's Place
Board of Directors

	First Name	Last Name	Position	Elected					
1	FX	Bruton	President	Apr-03					
2	Stan	Robbins	Vice President	Jun-95					
3	Robert	Fuller	Treasurer	Oct-05					
4	Brenda	Gaudet	Secretary	Oct-10					
5	John	Guy	Member	Oct-98					
6	Chuck	Mone	Member	Aug-96					
7	Phyllis	LaPointe	Member	Jul-08					
8									
9	Heidi	Cluff	Member	Jun-11					
10	Estelle	Lewis	Member	Dec-08					
11	Sue	Ford	Consumer	Jan-10					
12									
13	Martin	Jaffe	Member	Jun-12					
14	Fisher	Marge	Member	Sep-13					
15	Annette	Meyerhorn	Member	Apr-14					

10/14/2014

Robert M. O'Connell

WORK EXPERIENCE

EXECUTIVE DIRECTOR: 1995 – present. My Friend's Place, Dover, NH. Direct all activities for a private not for profit shelter serving homeless individuals and families. Planned, organized, and implemented new services through a \$600,000 grant for Transitional Housing for homeless families. Raised over \$250,000 to build an addition to the shelter and to meet ADA compliance standards. Negotiated mortgages and line of credit with local lending institution. Work with a volunteer board of directors in all aspects of policy development, fund-raising and grant writing.

EXECUTIVE DIRECTOR, 1988 – 1994. Haverhill Newburyport Human Services, Inc. Directed program, planning, fiscal and administrative activities for a \$3.5 million private corporation with a staff of 135, serving developmentally disabled people and their families. Primary responsibilities included board relations, program planning and evaluation, policy development, community and legislative relations, and fund raising.

ADMINISTRATIVE SERVICES DIRECTOR: 1984 – 1988. Haverhill Newburyport Human Services. Directed financial and administrative activities including the preparation of financial reports, preparing and managing budgets, implementing a computerized accounting system. Coordinated internal/external audits, and negotiated rates with funding sources. Directed Human Resource management and payroll systems. Supervised acquisition and management of buildings, equipment, and external contractors. Negotiated line of credit and mortgages with financial institutions.

PROGRAM DIRECTOR: 1979 – 1983 Community action Inc, Haverhill MA. Managed the Department of Energy weatherization the Low Income Home energy Assistance Programs. Implemented new services, such as the energy assistance program and a nationally recognized energy efficiency program. Wrote grant applications, prepared and monitored budgets. Recruited, trained and supervised a staff of 30. Appointed member of the City of Haverhill energy conservation commission with responsibility for winter emergency planning.

ACTION - VISTA VOLUNTEER 1975 – 1976. Community organizer for the Samahan Development Corporation in Stockton, CA. Wrote grant applications, organized a community food coop, and prepared the mental health component of the Stockton Community Health Plan. Developed programs for the San Joaquin County Indian lodge alcohol treatment center. University year for ACTION. North Shore community college, Beverly MA. Wrote grant application and developed program budget. Recruited and trained the first class of University Year for ACTION volunteers for a Massachusetts Community College.

ADDITION INFORMATION:

Current Affiliations

Member of the National Ski Patrol at Gunstock Recreation area. Elected as NH Region Director. Certified as an outdoor emergency care instructor and American Heart Association CPR instructor. Certified as an Emergency Medical Technician.

Member of Rotary Club of Dover, NH. Club President 2004/05.

Past Affiliations

Former member and treasurer of the John Ashford Link House board of directors. Private organization providing residential and therapeutic services for alcohol and drug addicted men.

Former board member and treasurer - American Red Cross, Strafford County.

Former board member and treasurer of the Dover Adult Learning Center. A non-profit organization providing high school diploma and GED preparation for adults.

Former Board member, Rockingham Community Action, Inc.

Former Board Member, treasurer and Incorporator of the Homeless Center for Strafford County. A seasonal shelter providing emergency shelter for homeless women and families

United States Army veteran. Served as a personnel specialist in the Republic of Vietnam,

EDUCATION

Master of Human Service Management, Lesley University, Cambridge MA 1985

Bachelors Degree, Education, University of Massachusetts, Amherst. 1975

Associate of Science Business Management/Accounting. North Shore Community College, 1972

Contractor Name: _____ **My Friend's Place** _____

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert M. O'Connell	Executive Director	\$52,052	10	\$5,205



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate
 Commissioner

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

43 Book
 4/9/14

March 25, 2014

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

Retroactive
100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$175,841 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Cross Roads House, Inc.	166570 – B001	Portsmouth	\$34,170
My Friend's Place	156274 - B001	Dover	\$36,560
The Salvation Army (Carey House)	177627 – B001	Laconia	\$33,248
The Salvation Army (McKenna House)	177627 – B003	Concord	\$39,351
Tri-County Community Action Program, Inc.	177195 - B009	Berlin	\$32,512
		Total	\$175,841

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The New Hampshire Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of

Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 5 of 14 retroactive agreements and represents \$175,841 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. The Council has already approved seven of the 14 contracts and two more will be brought forward at a later meeting. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds, formerly known as the Stewart B. McKinney Emergency Shelter Grant Program funds, provided to New Hampshire by the U.S. Department of Housing and Urban Development. Four of the vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Additionally, Tri-County Community Action Program, Inc. will utilize some funds for prevention/intervention services such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual New Hampshire Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The U.S. Department of Housing and Urban Development historically announces funding levels in the late spring. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information).

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The New Hampshire Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

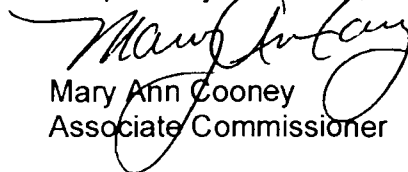
Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, resulting in a statewide increase in demand for these services on the local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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 shelter, health, education and treatment. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

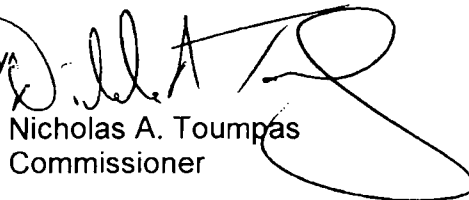
In the event that Federal funds became no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

**Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House**

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

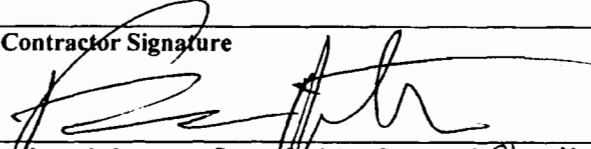

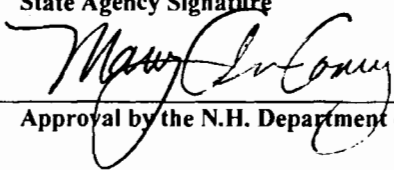
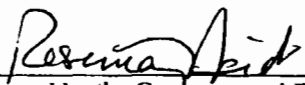
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name My Friend's Place		1.4 Contractor Address 368 Washington Street Dover, NH 03820	
1.5 Contractor Phone Number (603) 749-3017	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$36,560.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Francis Bruton, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> . On <u>3/10/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MEAGHAN A. CALLAGHAN, Notary Public My Commission Expires May 6, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-24-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:

Date:

[Handwritten Signature]
MAR 10 2014

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

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. **PROVISIONS APPLICABLE TO ALL SERVICES:**

2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

2.2 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.

2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.

2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.

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

3. **SERVICES:**

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




Exhibit A

3.1 Emergency Solutions Grant Program, 24 CFR part 576

3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.


MAY 10 2014



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable
Federal Funds:
CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Total Amount Emergency Solutions Grant Program;
2014: not to exceed \$36,560.00
Funds allocation under this agreement for Emergency Solutions Grant Program;
Operating expenses: \$36,560.00
Total program amount: \$36,560.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
- 2.2. 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.
- 2.3. 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.

11/13/2014



Exhibit B

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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.


MAH 0 2014



Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$36,560.00	\$36,560.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$36,560.00	\$36,560.00
TOTAL Federal+Match	\$73,120.00	

[Handwritten Signature]
Date: **MAR 0 2014**



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 fundors 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 fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

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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. **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

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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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

[Handwritten Signature]
MAR 10 2014



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.

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CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name:
My Friend's Place

Name: FX Bruton
Title: President

Date: 0-2014

Contractor Initials
Date:

**Emergency Solutions Grant Program
Amendment # 1**



**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Nashua Soup Kitchen and Shelter, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 42 Chestnut Street, Nashua, NH 03061.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 26, 2014 (Item #28), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7928-102-500731-42307020
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$63,835.50
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**Emergency Solutions Grant Program
Amendment # 1**

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

11/12/14
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Nashua Soup Kitchen and Shelter, Inc.

10.14.14
Date

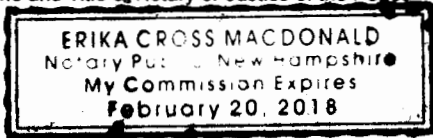
Lisa Christie
Name: Lisa Christie
Title: executive director

Acknowledgement:

State of NH, County of Hillsborough on 10/14/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Erika Cross MacDonald
Name and Title of Notary or Justice of the Peace





**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date _____

Megan A. Yapple
Name: _____
Title: *Attorney*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

This contract is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) and by the New Hampshire General Fund, as follows:

Emergency Solutions Grant Federal Funding

The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services.

Federal Funds:

CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Total Amount Emergency Solutions Grant Federal Funds;
SFY 2014: not to exceed \$21,278.50
SFY 2015: not to exceed \$21,278.50

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
- 2.2. 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.
- 2.3. 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.

- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
 - 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
 - 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.
4. USE OF GRANT FUNDS.
- Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.
- Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



Emergency Solutions Grant Funds

EXPENSE BUDGET for SFY 2014 and SFY 2015:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$42,557.00	\$42,557.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$42,557.00	\$42,557.00
TOTAL Federal+ Match	\$85,114.00	

State Grant In Aid Program Funds

The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services.

NH General Funds:

SFY 2015: not to exceed \$21,278.50

1. PROGRESS REPORTS:

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

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

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

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

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

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



inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

3. LINE ITEM TRANSFERS:

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

State Grant In Aid Program Funds

EXPENSE BUDGET for SFY 2015:

EXPENSE ITEM	State GIA Funds	Match
Operations	\$21,278.50	\$21,278.50
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
Totals	\$21,278.50	\$21,278.50
TOTAL GIA+Match	\$42,557.00	

4. FUNDS ALLOCATION:

Funds are allocated under this contract, as follows:

SFY 2014 Emergency Solutions Grant Federal Funds:	\$21,278.50
SFY 2015 Emergency Solutions Grant Federal Funds:	\$21,278.50
SFY 2015 State Grant in Aid NH General Funds:	\$21,278.50
Operating expenses:	\$63,835.50
Total program amount:	\$63,835.50

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SPECIAL PROVISIONS

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

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



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

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

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



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

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



more employees, it will maintain a current 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; and



**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.

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: Nashua Soup Kitchen & Shelter, Inc

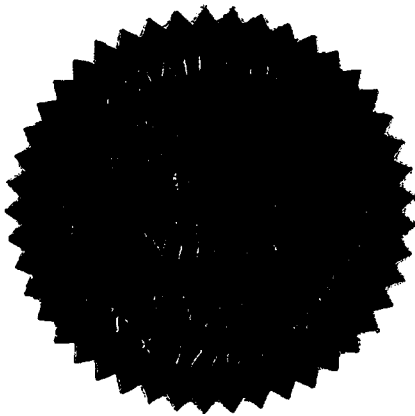
10.14.14
Date

Lisa Christie
Name: Lisa Christie
Title: Executive Director

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA SOUP KITCHEN AND SHELTER, INC. is a New Hampshire nonprofit corporation formed May 11, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Nashua Soup Kitchen & Shelter, Inc
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10-14-14 :
(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 14th day of Oct, 2014
(Date Contract Signed)

4. Lisa Christie is the duly elected executive director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

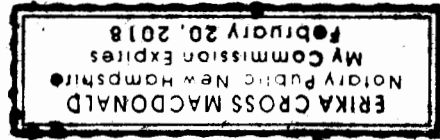
The forgoing instrument was acknowledged before me this 14 day of Oct, 2014.

By Brian Cullen
(Name of Elected Officer of the Agency)

Zika Cross MacDonald
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 02/20/2018





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2014

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 E-MAIL ADDRESS: kgutekunst@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED NASSO Nashua Soup Kitchen & Shelter, Inc. P.O. Box 3116 Nashua NH 03061	INSURER A: Philadelphia Insurance Companies	
	INSURER B: AmTrust Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1717658751 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	PHPK1041335	7/1/2014	7/1/2015	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1041335	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB461984	7/1/2014	7/1/2015	EACH OCCURRENCE \$1000000 AGGREGATE \$1000000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WWC3093665	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000

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

CERTIFICATE HOLDER

CANCELLATION

The State of NH DHHS
 Bureau of Health & Human Services
 105 Pleasant St
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wmrc & Berube

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Nashua Soup Kitchen & Shelter, Inc.

2 Quincy St, PO Box 3116

Nashua, NH 03061 603.889.7770

www.nsk.org

Mission Statement:

The Nashua Soup Kitchen & Shelter is dedicated to providing shelter and food to those in need. The overall objective of the agency is to advocate, create and operate programs and services that promote dignity and self-sufficiency for those we serve. To ensure that basic needs are addressed, the NSK&S is committed to joining with others in a community-wide ethic of caring.

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2014

AND

INDEPENDENT AUDITORS' REPORT

NASHUA SOUP KITCHEN AND SHELTER, INC.

JUNE 30, 2014

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Nashua Soup Kitchen and Shelter, Inc.:

We have audited the accompanying consolidated financial statements of Nashua Soup Kitchen and Shelter, Inc. (a nonprofit organization), and its affiliate, which comprise the statement of financial position as of June 30, 2014, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our 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 consolidated financial statements are free from material misstatement.

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

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

JUNE 30, 2014

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2014</u>
CURRENT ASSETS:				
Cash (Note 1)	\$ 424,623	\$ -	\$ -	\$ 424,623
Cash - capital campaign	-	529,387	-	529,387
Cash - security deposits	-	-	-	-
Investments (Note 2)	351,022	4,953	66,143	422,118
Grants and accounts receivable (Note 1)	40,370	831,092	-	871,462
Prepaid expenses	<u>1,016</u>	<u>-</u>	<u>-</u>	<u>1,016</u>
Total current assets	<u>817,031</u>	<u>1,365,432</u>	<u>66,143</u>	<u>2,248,606</u>
LAND, BUILDING AND EQUIPMENT, at cost				
(Notes 1 and 3):				
Land and buildings	1,903,041	-	-	1,903,041
Building improvements	362,479	-	-	362,479
Kitchen equipment	35,949	-	-	35,949
Furniture, fixtures and equipment	<u>134,546</u>	<u>-</u>	<u>-</u>	<u>134,546</u>
	2,436,015	-	-	2,436,015
Less - Accumulated depreciation	<u>655,569</u>	<u>-</u>	<u>-</u>	<u>655,569</u>
	<u>1,780,446</u>	<u>-</u>	<u>-</u>	<u>1,780,446</u>
OTHER ASSETS:				
Notes receivable (Note 8)	<u>79,874</u>	<u>-</u>	<u>-</u>	<u>79,874</u>
	<u>\$2,677,351</u>	<u>\$1,365,432</u>	<u>\$66,143</u>	<u>\$4,108,926</u>
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES:				
Accounts payable	\$ 14,315	\$ 325,944	\$ -	\$ 340,259
Accrued expenses	71,811	-	-	71,811
Security deposits	425	-	-	425
Current portion of long term debt (Note 3)	<u>9,991</u>	<u>-</u>	<u>-</u>	<u>9,991</u>
Total current liabilities	<u>96,542</u>	<u>325,944</u>	<u>-</u>	<u>422,486</u>
LONG TERM DEBT, less current portion shown above (Note 3)				
	<u>25,583</u>	<u>-</u>	<u>-</u>	<u>25,583</u>
NET ASSETS (Note 1):				
Unrestricted	2,555,226	-	-	2,555,226
Temporarily restricted	-	1,039,488	-	1,039,488
Restricted	<u>-</u>	<u>-</u>	<u>66,143</u>	<u>66,143</u>
Total net assets	<u>2,555,226</u>	<u>1,039,488</u>	<u>66,143</u>	<u>3,660,857</u>
	<u>\$2,677,351</u>	<u>\$1,365,432</u>	<u>\$66,143</u>	<u>\$4,108,926</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2014</u>
SUPPORT AND REVENUE:				
Support				
Public contributions	\$ 765,276	\$ -	\$ -	\$ 765,276
In-kind contributions (Note 4)	965,775	-	-	965,775
City of Nashua, New Hampshire				
Community Development Block Grant	30,000	-	-	30,000
State of New Hampshire				
Emergency Shelter Program Grant	91,029	-	-	91,029
HUD Grant	52,688	-	-	52,688
Town grants, New Hampshire	17,200	-	-	17,200
Special events	139,979	-	-	139,979
Stewart McKinney Grant	42,557	-	-	42,557
Other grants	46,663	-	-	46,663
Rent- Transitional Housing	10,775	-	-	10,775
- Palm Street	15,494	-	-	15,494
Capital campaign	-	<u>1,830,240</u>	-	<u>1,830,240</u>
Total support	<u>2,177,436</u>	<u>1,830,240</u>	<u>-</u>	<u>4,007,676</u>
Revenue				
Investment income	18,621	2,292	-	20,913
Investment return	16,669	-	3,544	20,213
Gain on sale of property	<u>12,593</u>	<u>-</u>	<u>-</u>	<u>12,593</u>
Total revenue	<u>47,883</u>	<u>2,292</u>	<u>3,544</u>	<u>53,719</u>
Net assets released from restrictions satisfaction of usage requirement				
	<u>795,705</u>	<u>(795,705)</u>	<u>-</u>	<u>-</u>
Total support and revenue	<u>\$3,021,024</u>	<u>\$1,036,827</u>	<u>\$ 3,544</u>	<u>\$4,061,395</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2014</u>
EXPENSES:				
Program Services				
Kitchen	\$1,366,791	\$ -	\$ -	\$1,366,791
Shelter	667,254	-	-	667,254
Housing	78,970	-	-	78,970
Palm Street	22,236	-	-	22,236
Total program services	<u>2,135,251</u>	<u>-</u>	<u>-</u>	<u>2,135,251</u>
Support Services				
Management and general	118,700	-	-	118,700
Fundraising	145,551	-	-	145,551
Total support services	<u>264,251</u>	<u>-</u>	<u>-</u>	<u>264,251</u>
Total program and support expenses	<u>2,399,502</u>	<u>-</u>	<u>-</u>	<u>2,399,502</u>
INCREASE IN NET ASSETS	621,522	1,036,827	3,544	1,661,893
NET ASSETS, beginning of year	<u>1,933,704</u>	<u>2,661</u>	<u>62,599</u>	<u>1,998,964</u>
NET ASSETS, end of year	<u>\$2,555,226</u>	<u>\$1,039,488</u>	<u>\$ 66,143</u>	<u>\$3,660,857</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2014

	<u>Program Services</u>					<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
	<u>Soup Kitchen</u>	<u>Shelter</u>	<u>Transition Housing</u>	<u>Palm Street</u>	<u>Street</u>			
SALARIES AND RELATED EXPENSES:								
Salaries	\$ 245,740	\$424,346	\$ 34,579	\$ -	\$ -	\$ 58,635	\$ 7,915	\$ 771,215
Payroll taxes	20,067	36,787	2,920	-	-	4,968	678	65,420
Employee benefits	<u>32,728</u>	<u>54,219</u>	<u>7,995</u>	<u>-</u>	<u>-</u>	<u>7,891</u>	<u>1,076</u>	<u>103,909</u>
	<u>298,535</u>	<u>515,352</u>	<u>45,494</u>	<u>-</u>	<u>-</u>	<u>71,494</u>	<u>9,659</u>	<u>940,544</u>
OTHER EXPENSES:								
In-kind food and services	854,150	7,133	7,133	-	-	29,041	68,318	965,775
Depreciation	18,430	31,829	2,596	2,072	-	4,393	599	59,919
Utilities	14,604	16,690	2,443	2,018	-	2,804	382	38,941
Interest expense	4	1,750	-	2,913	-	146	20	4,833
Food and supplies	88,961	9,804	-	-	-	-	-	98,765
Client assistance	17,708	20,366	6,197	-	-	-	-	44,271
Postage	4,505	4,244	504	-	-	769	105	10,127
Insurance	9,081	28,117	3,968	1,323	-	3,421	467	46,377
Office expense	4,295	4,978	936	42	-	848	116	11,215
Telephone	1,354	2,182	-	-	-	294	40	3,870
Newsletter	6,564	5,830	652	-	-	1,084	148	14,278
Repairs and maintenance	8,928	887	2,088	5,150	-	989	135	18,177
Professional fees	4,606	7,807	1,281	1,200	-	1,138	155	16,187
Miscellaneous	11	23	4	-	-	-	-	38
Travel	908	2,328	248	-	-	-	-	3,484
Extermination	480	1,785	-	-	-	-	-	2,265
Advertising	1,990	1,369	27	-	-	-	-	3,386
Training	353	486	41	-	-	-	-	880
Maintenance services	17,774	4,294	5,358	-	-	2,279	311	30,016
Management fees and commissions	-	-	-	3,000	-	-	-	3,000
Parking expense	-	-	-	2,018	-	-	-	2,018
Property taxes	-	-	-	452	-	-	-	452
Bad debt expense	-	-	-	2,048	-	-	-	2,048
Fundraising	-	-	-	-	-	-	-	-
Capital campaign expenses	-	-	-	-	-	-	30,752	30,752
Capital campaign and property expenses	-	-	-	-	-	-	34,334	34,334
	<u>13,550</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>13,550</u>
	<u>1,068,256</u>	<u>151,902</u>	<u>33,476</u>	<u>22,236</u>	<u>22,236</u>	<u>47,206</u>	<u>135,882</u>	<u>1,458,958</u>
TOTAL FUNCTIONAL EXPENSES	<u>\$1,366,791</u>	<u>\$667,254</u>	<u>\$ 78,970</u>	<u>\$ 22,236</u>	<u>\$ 22,236</u>	<u>\$118,700</u>	<u>\$145,551</u>	<u>\$2,399,502</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

CONSOLIDATED STATEMENT OF CASH FLOW

FOR THE YEAR ENDED JUNE 30, 2014

	<u>Total 2014</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES:</u>	
Change in net assets	\$1,661,893
Adjustment to reconcile change in net assets to net cash provided by operating activities -	
Depreciation	59,919
Unrealized (appreciation) depreciation of investments	(20,213)
Gain on sale of property	(12,593)
(Increase) decrease in the following assets:	
Cash - capital campaign	(396,817)
Security deposit	4,607
Grants and accounts receivable	(783,117)
Prepaid expenses	(750)
Increase (decrease) in the following liabilities:	
Accounts payable	305,907
Accrued expenses	(108,850)
Security deposits	(5,956)
Net cash provided by operating activities	<u>704,030</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES:</u>	
Capital expenditures	(889,275)
Net proceeds from sale of property	348,234
Purchase of investments	(14,030)
Increase in note receivable	(3,072)
Net cash provided by (used in) investing activities	<u>(558,143)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES:</u>	
Proceeds from long term debt	-
Principal payments on long term debt	(271,446)
Net cash provided by (used in) financing activities	<u>(271,446)</u>
NET INCREASE (DECREASE) IN CASH	(125,559)
CASH, beginning of year	<u>550,182</u>
CASH, end of year	<u>\$ 424,623</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

CASH PAID DURING THE YEAR FOR:

Interest \$ 4,833

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2014

1. Summary of significant accounting policies:

Organization - The Organization provides meals, emergency shelter, transitional housing, food baskets and advocacy to poor and homeless men, women and families in the Greater Nashua, New Hampshire area. Additionally, the Organization owns a subsidiary that was setup to acquire rental properties in the Greater Nashua area to provide housing to low and moderate income individuals and families. The subsidiary currently owns and operates one rental facility.

Standards of accounting and reporting - The Organization prepares its consolidated financial statements in accordance with accounting principles generally accepted in the United States and follows the standards of accounting and financial reporting prescribed for voluntary health and welfare organizations. The Organization follows the accrual method of accounting, recognizing revenue when earned and expenses when incurred. The consolidated financial statements include the accounts of Nashua Soup Kitchen and Shelter, Inc. and its 100% owned LLC subsidiary. All inter-company transactions have been eliminated in the accompanying consolidated financial statements.

The accompanying consolidated financial statements report information regarding its financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Temporary restricted net assets - Represents amounts that have been contributed to the Organization that have restrictions that preclude the Organization from using funds to a future period.

Permanently restricted net assets - Net assets resulting from public support and revenue whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

Functional expenses - Direct expenses are charged to their specific program as incurred. Any expenditures not directly chargeable are allocated to a program based on the proportion of time spent on each program by the staff.

Income tax status - The Organization is exempt from income taxes under Internal Revenue Code, Section 501(c)(3). The Organization can be taxed on activities considered by the Internal Revenue Service to be outside of the Organization's exempt purpose.

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2014, 2013 and 2012 are subject to examination by the IRS, generally for three years after they were filed.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2014

1. Summary of significant accounting policies (cont'd):

Land, building and equipment - Land, building and equipment purchased are recorded at cost. The Organization follows the policy of charging to expenses annual amounts of depreciation which allocates the cost of buildings and equipment over their estimated useful lives. The Organization employs the straight-line method for determining the annual charge for depreciation. The ranges of the estimated useful lives used are as follows:

	<u>Years</u>
Buildings	27.5 - 40
Building improvements	27.5
Kitchen equipment	10
Furniture, fixtures and equipment	5 - 10

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Use of estimates - The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents - All highly liquid investments with a maturity of one year or less are considered to be cash equivalents. At June 30, 2014, the carrying amount of the Organization's cash was \$954,011 and the institution balance was \$947,295. Of this amount, \$554,667 was covered by federal depositor's insurance and \$392,628 was uninsured.

Grants and accounts receivable - Grants and accounts receivable consists principally of the grants receivable from governmental agencies and rent receivable from tenants. Grants and accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements. The accounts receivable in the accompanying consolidated financial statements have been reduced by an allowance for doubtful accounts of \$ 0.

Advertising costs - The Company expenses all advertising costs as incurred. Advertising and marketing expenses for the year ended June 30, 2014 amounted to \$3,386.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2014

7. Permanently restricted funds (cont'd):

Permanent net assets activity for the year ended June 30, 2014 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor restricted funds				
July 1, 2013	\$ -	\$ 2,661	\$ 62,599	\$ 65,260
Temporary unused capital fund	-	1,034,535	-	1,034,535
Investment return:				
Investment income	-	2,292	-	2,292
Net appreciation	<u>-</u>	<u>-</u>	<u>3,544</u>	<u>3,544</u>
Donor restricted funds				
June 30, 2014	<u>\$ -</u>	<u>\$1,039,488</u>	<u>\$ 66,143</u>	<u>\$1,105,631</u>

8. Notes receivable:

Note receivable represents unsecured loans made to a non-profit agency at an interest rate as indicated below. Interest is paid annually at June 30. The note matures as follows:

<u>Note Value</u>	<u>Interest</u>	<u>Maturity</u>
\$29,262	5%	11/30/2023
29,262	5%	11/30/2023
<u>21,350</u>	4%	6/30/2019
<u>\$79,874</u>		

Based on interest rates at June 30, 2014 for similar loans by independent established lending institutions, the fair value of these notes approximate the amount recorded in the financial statements at that date.

9. Capital Campaign:

The Organization has grown significantly over the past 10 years as it continues to provide additional services to the poor and homeless families of Greater Nashua area. The increase in demand and services has led to the need for a new kitchen and operations facility for the Organization. To fund the acquisition and renovation of the new facility, the Organization began a capital campaign in the fall of 2012 to raise necessary funds.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2014

9. Capital Campaign (cont'd):

The Organization located and purchased a new facility in April 2013 and is in the process of renovating the property and they expect to complete the renovation in the next fiscal year. Cash and promises to give are restricted to the payment of the costs and expenses of this capital campaign. As of June 30, 2014, the campaign had raised \$2,184,335 and had incurred costs of \$1,502,045. The temporary restricted funds represent funds that have been collected or pledged as of June 30, 2014 that were restricted to the capital fund but were not spent as of that time.

10. Evaluation of subsequent events:

The Organization has evaluated events through October 2, 2014, the date which the financial statements were available to be issued.



Nashua Soup Kitchen & Shelter, Inc.

NSKS Board of Directors 2014

1. Kerstin Apfelberg (2016)
2. Brian Cullen, Clerk (2014)
3. Dan Enxing (2014)
4. John Fisher, (2015)
5. Kelly Jensen, Vice President (2015)
6. Christy Gaskill, Vice-President (2015)
7. Janet Griffin (2014)
8. Silvia Harper, Treasurer (2015)
9. Linda Kipnes, President (2014)
10. Krishna Mangipudi (2014)
11. Raymond Mello (2016)
12. Rick Ruo (2014)
13. John Sullivan (2014)

All Board members can be contacted through the NSKS 2 Quincy St, St, Nashua, NH 03060
() = term ends at year end

Revised October 1, 2014

Lisa Christie, Executive Director



Giovanna Cruz

2-12-08 to
present

Current: Ash St Shelter Manager, NJSKS

Objective: To obtain a position in a growth-oriented facility that will enable me to utilize my background experience.

Experience
2001 - 2006

CAB Health & Recovery Services, Inc. – Tewksbury, MA.
Recovery Specialist

- Client Case Management
- Monitoring safety of facility
- Meal planning
- Recreational Activities
- Direct Care
- Groups
- Food shopping
- Incoming/Outgoing Calls
- Transporting clients to appointments
- House Meetings

1999-2001

Saints Memorial Medical Center – Lowell, MA
Cook Assistant

- Preparing meals for patients and employees
- Preparing all the vegetables
- Working the line for patient meals
- Dietary food for patients

1998-1999

IHOP – Tewksbury, MA.
Cook

- Open
- Setting up
- Cooking

1995-1998

Carlton Willard – Bedford, MA.
Cook Assistant

- Preparing meals for patients and employees
- Preparing all the vegetables
- Working the line for patient meals
- Dietary food for patients

2-8-07 -
present

OLGA CRUZ

Current - Program Director, NSKIS

OBJECTIVE

To obtain a position within a facility that will allow me to prosper with my educational background and my experience

EXPERIENCE

8/99 - 8/05 CAB Health & Recovery Services, Inc. Danvers, MA

Program Manager

- Responsible for the overall daily operations of two residential treatment programs for women and children. Assuring that all residents were safe and they following program guidelines and procedures. Also ensuring that all delegated duties to subordinates were completed in a timely manner. Responsible for accounts receivables, budgeting, staff meetings, liaison between the agency and outside service providers, mediation between residents, administer performance reviews, supervision of all employees, house meetings with residents, attend program managers meetings, health & safety meetings, and other meetings as required. Also help others with whatever is necessary.

7/97 - 8/99

Office Manager

Supervision of the House Manager and the Driver; arranging meetings, transportation schedule for residents; delegating work; daycare menus; staff meetings; on manager meetings; budgeting, incoming calls, general office procedures, accounts receivables, accounts payables; develop and maintain budgets for food, housekeeping, medical supplies, office supplies, etc; data entry for research team; third party billing, bank deposits, and many other tasks as necessary.

1992-1996 Dipti V. Shah, R.P.T.

Lowell, MA

Officer Manager

Managing three offices for the sole proprietor of a physical therapy office; general office procedures. Accounts payable, accounts receivables, bank deposits, personal accounts, supervising 4 employees plus delegating work to other staff members, traveling between offices for necessary paperwork and files to be completed, incoming and outgoing calls. Also assisted with patients, home instructions, reports, collections, attorney liaison, exercises to patients, physical therapy treatments, and other tasks.

1983 - 1991 Lowell Community Health Center

Lowell, MA

Administrative Assistant

Incoming and outgoing calls, third party billing, general office procedures, translating, pediatric/adult appointments, registering new patients, completing new records, data entry, mental health appointments, reports, scheduling meetings, etc

EDUCATION

1994-1996 Newbury College - Brookline, MA

Associates of Science in Paralegal

- Attended 3 semesters of my course studies. However, I never finished.

1993 G.L.R.V.T.H.S. - Lowell, MA

Legal Secretary Certificate

Intensive 900 hours certificate in a 6 month period. MS Word, Powerpoint, Excel, Desktop Publishing, WordPerfect, Transcribing, Legal Terminology, Technical Business Writing, and Business Math.

Certificate in Collections

Legal Secretary Certificate

Type 95 WPM

Organizational Skills

Communication Skills

Certificate in Batterer's Prevention Program

LANGUAGES

Spanish and English

REFERENCES

Furnished upon request

Lisa Christie
NSK&S



OBJECTIVE

An executive level position utilizing my experience in non-profit management and fundraising.

EXPERIENCE

- 7/89 - present **EXECUTIVE DIRECTOR**, Nashua Soup Kitchen & Shelter, Nashua, NH. Responsible for overall management of human service agency, including soup kitchen, homeless shelters, transitional and permanent housing programs. Initially facilitated merger of two agencies. Responsible for program and fiscal management, staff supervision, community relations, board development and fundraising. Increased agency budget from \$180,000 to \$1.8 million. 2002 and 1993 Recipient of the Walter J. Dunfey Award for Excellence In Management from The Corporate Fund of the New Hampshire Charitable Foundation.
- 11/05 - present **ALPINE SKI INSTRUCTOR**, Mount Sunapee, Newbury, NH. Part time instructor, adults and children. PSIA certified.
- 6/88 - 3/89 **EXECUTIVE DIRECTOR**, Alternative House, Lowell, MA. Managed daily operations of battered women's program providing emergency shelter, counseling and advocacy. Responsible for overall management, agency budget, community relations and fundraising. Worked with funders. (D.S.S. and United Fund) and board of directors.
- 10/86 - 5/88 **PROGRAM MANAGER**, Outreach Affiliates, Boston, MA. Managed all aspects of direct mail/telephone programs assisting nonprofit organizations with fundraising and membership development. Marketed to national and local non-profit organizations.
- OPERATIONS DIRECTOR/MANAGER**, Outreach Affiliates, Washington, D.C. Managed calling center providing fundraising assistance to non-profit organizations. Supervised caller managers, data processing, fulfillment and clerical departments. Met with clients and coordinated projects with offices in New York and Boston.
- 3/86 - 10/86 **DEVELOPMENT DIRECTOR**, Center for the Study of Services, Washington, D.C. Designed, staffed and managed annual fundraising campaign for consumer organizations. Raised in excess of \$200,000.
- 5/84 - 3/86 **MANAGER**, New Boston Group, Washington, D.C. and Cambridge, MA. Hired, trained and supervised telephone fundraisers and assistant managers. Developed scripts, wrote training materials and formulated cases for giving to client organizations.
- 9/83 - 9/84 **TEACHER**, Hayden School, Dorchester, MA. Taught social studies and assisted in child care of emotionally disturbed adolescent males in residential treatment.
- 1980 - 1981 **INDUSTRIAL LIAISON**, Edco, Brookline, MA. Designed and implemented specific job training programs for handicapped youth. Marketed agency programs and clients to private sector. Co-authored successful governmental proposal totaling \$300,000.
- 1979 - 1980 **PLACEMENT SPECIALIST**, Job Placement Project, Malden, MA. Assisted adults with disabilities in locating and maintaining competitive employment. Responsible for job development program and facilitating employment and training seminars for clients.

1973-1979

TEACHER. Pearl Street School, Reading, MA and St. Brigid's School, South Boston, MA. Taught fifth and sixth grades

CONSULTING

1988- 1989

COPYWRITING. Outreach Affiliates, Boston, MA. Wrote copy for direct mail appeals, telephone scripts and training materials to raise funds for national non-profit organizations.

1/83 - 8/83

ASSISTANT PROJECT MANAGER, Mayor's Office of Policy Management, Boston, MA. Served as a liaison between city officials and gay and lesbian community groups. Researched, prepared reports for program planning, policy analysis and advocacy.

19-81-1983

ASSISTANT MARKETING DIRECTOR, C.O.P.E., Boston, MA. Assisted in development of work and family management seminars. Co-authored successful foundation proposals totaling \$200,000.

6/82 - 12/82

PLANNING ASSOCIATE, Greater Boston Boy Scout Council, Boston, MA. Designed surveys, conducted interviews and analyzed data for marketing plans to improve recruitment strategies and retention of members.

EDUCATION

M.S.W. (Community Organizing and Social Planning) Boston College Graduate School of Social Work, Boston, MA 1983

B.A. (Education) Stetson University, Deland, Florida, 1975

AWARDS

Walter J. Dunfey Award for Excellence in Management (2002 and 1993)
YWCA Distinguished Women Leader

BOARD AFFILIATIONS

Governor's Task Force on Homeless Teens - current
Governor's Interagency Council on Homelessness - current
Hesser College Psychology Department Advisory Board - current
Greater Nashua Mental Health Center at Community Council Advisory Board - current
Greater Nashua Continuum of Care - Chair, 2002-2004, Vice Chair - 1998-2002
Hillsborough County Federal Emergency Management Assistance 1993-present
Nashua Outright (Former President)
New Hampshire Coalition for the Homeless (former/Vice-President)
Greater Nashua Housing & Development Foundation (former)
Gay and Lesbian Advocates and Defenders (former/President, 1995,1994)
Gateway Family Health Center (former board member)

ACCOMPLISHMENTS:

Ran in the Reach the Beach Relay in 2008, 2007, 2004 (200+ miles)
Ran the Mount Washington Road Race six times (2008, 2007, 2006, 2005, 2004, 1999)
Successfully completed five out of the last ten Boston Marathons
P.S.I.A. Level I Certification (Professional Ski Instructors of America) 2006

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Giovanna Cruz	Shelter Manager	\$44,350	2%	\$887
Olga Cruz	Program Director	\$55,813	0%	n/a
Lisa Christie	Executive Director	\$88,412	0%	n/a

STM



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

NJ
28
3-26-14

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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March 4, 2014

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

RETROACTIVE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$270,816 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Greater Nashua Council on Alcoholism	166574-B001	Nashua	\$18,105
Harbor Homes, Inc.	155358-B001	Nashua	\$41,534
Nashua Soup Kitchen and Shelter, Inc	174173-R001	Nashua	\$42,557
New Horizons for New Hampshire, Inc.	175227-R001	Manchester	\$41,319
The Bridge House, Inc.	165288-B001	Plymouth	\$30,062
The Friends Program, Inc.	154987-B001	Concord	\$35,964
Southwestern Community Services, Inc.	177511-B001	Keene	\$61,275
		Total	\$270,816

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The NH Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 7 of 14 retroactive agreements and represents \$270,816 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds provided to New Hampshire by the U.S. Department of Housing and Urban Development. The vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The Department of Housing and Urban Development historically announces funding levels in the late spring of each federal fiscal year. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information.

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, which will increase statewide on local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

In the event that Federal funds became no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

**Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House**

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Jarine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Nashua Soup Kitchen & Shelter, Inc.		1.4 Contractor Address 42 Chestnut Street Nashua, NH 03061	
1.5 Contractor Phone Number (603) 889-7770	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$42,557.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Lisa Christ</i>		1.12 Name and Title of Contractor Signatory Lisa Christ executive director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2-13-14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Erika Cross MacDonal</i>			
1.13.2 Name and Title of Notary or Justice of the Peace ERIKA CROSS MACDONALD Notary Public New Hampshire My Commission Expires February 20 2018			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosemary [Signature]</i> On: 3-7-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

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.



SCOPE OF SERVICES

Emergency Solutions Grant

1. CONDITIONAL NATURE OF AGREEMENT

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. PROVISIONS APPLICABLE TO ALL SERVICES:

- 2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.
- 2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.6 Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

3. SERVICES:

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

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Exhibit A

- 3.1 Emergency Solutions Grant Program, 24 CFR part 576
- 3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

Service Location:



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$42,557.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$42,557.00

Total program amount: \$42,557.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

2.2. 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.

2.3. 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.



Exhibit B

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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



Emergency Solutions Grant

EXPENSE BUDGET for 2014:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$42,557.00	\$42,557.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$42,557.00	\$42,557.00
TOTAL Federal+Match	\$85,114.00	



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 fundors 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 fundors, 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.

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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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name:

2-13-14
Date

Lisa Christie
Name: Lisa Christie
Title: executive director

**Emergency Solutions Grant Program
Amendment # 1**



**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, 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 Horizons for New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 199 Manchester Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 26, 2014 (Item #28), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7927-102-500731-42306010
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$61,978.50
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



**Emergency Solutions Grant Program
Amendment # 1**

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**Emergency Solutions Grant Program
Amendment # 1**

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

11/12/14
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

New Horizons for New Hampshire, Inc.

10/17/14
Date

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

Acknowledgement:

State of New Hampshire, County of Hillsborough on October 17, 2014
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace





**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date

Megan A. Cole
Name: Megan A. Cole
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Funds:

SFY 2015 Not Applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

SFY 2014: not to exceed \$20,659.50

SFY 2015 not to exceed \$41,319.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$61,978.50

Total program amount: \$61,978.50

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

2.2. 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.

2.3. 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



Amendment # 1 Exhibit B

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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the

[Handwritten Signature]
10/17/14



Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Emergency Solutions Grant

EXPENSE BUDGET for SFY 2014 and SFY 2015:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$61,978.50	\$61,978.50
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$61,978.50	\$61,978.50
TOTAL Federal+Match	\$123,957.00	

Contractor Initials
Date 10/17/14



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;


Date 10/17/14



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

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

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


Date 10/17/14



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

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


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

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

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

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

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


Date 06/17/14



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


Date 06/17/14



- 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.

Handwritten signature and date. The signature is written in black ink and appears to be 'S. J. [unclear]'. The date is written as '7/27/14'.



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; and


Date 10/17/14



**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.

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

[Handwritten Signature]
Date 6/27/14

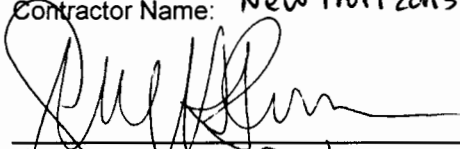


against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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.

10/17/14
Date

Contractor Name: New Horizons for New Hampshire, Inc.

Name: Charles S. Sherman
Title: Executive Director

Contractor Initials CS
Date 10/17/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HORIZONS FOR NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed August 6, 1973. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of September A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20th day of October, 2014.
(Date Contract Signed)

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

of the Agency.

[Signature] President
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 20th day of October, 2014.

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

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

(NOTARY SEAL)

Commission Expires: 9/17/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Vivian Vaudreuil PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED New Horizons for New Hampshire, Inc. 199 Manchester Street PO Box 691 Manchester NH 03103-5232	INSURER A: Philadelphia Indemnity Ins Co 18058
	INSURER B: Riverport Ins Co c/o Berkley
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 14-15 GL, WC & Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1205768	8/15/2014	8/15/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB467685	8/15/2014	8/15/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2883006150 (3a.) NH All officers included	8/20/2014	8/20/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

reisman@dhhs.state.nh.us NH Dept of Health and Human Services Office of Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Ferdinando/JSC 
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New Horizons for New Hampshire Mission Statement

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

199 Manchester Street, PO Box 691 • Manchester, New Hampshire 03105-0691
Telephone: (603) 668-1877 • Fax: (603) 668-2578
www.newhorizonsfornh.org • www.helpnewhorizons.org

Helping those in need to become self sufficient!

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Financial Statements

For the Years Ended June 30, 2013 and 2012

(With Independent Auditors' Report Thereon)

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MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of New Horizons For New Hampshire, Inc. which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Horizons For New Hampshire, Inc. as of June 30, 2013 and 2012, and the changes in net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
March 14, 2014

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Financial Position

June 30, 2013 and June 30, 2012

	<u>2013</u>	<u>2012</u>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 159,976	\$ 166,771
Investments	1,314,151	1,228,945
Accounts receivable	-	18,657
Prepaid expenses	3,473	8,559
Total Current Assets	<u>1,477,600</u>	<u>1,422,932</u>
Cash surrender value of life insurance	25,405	18,496
Property and Equipment, net	<u>1,234,331</u>	<u>1,323,143</u>
Total Assets	<u>\$ 2,737,336</u>	<u>\$ 2,764,571</u>
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	\$ 45,792	\$ 38,986
Accrued payroll and related liabilities	48,142	41,422
Current portion of notes payable	23,865	23,548
Total Current Liabilities	<u>117,799</u>	<u>103,956</u>
Long Term Liabilities:		
Notes payable, net of current	<u>215,364</u>	<u>239,327</u>
Total Liabilities	333,163	343,283
Net Assets:		
Unrestricted net assets	2,268,023	2,201,425
Temporarily restricted net assets	111,150	194,863
Permanently restricted net assets	<u>25,000</u>	<u>25,000</u>
Total Net Assets	<u>2,404,173</u>	<u>2,421,288</u>
Total Liabilities and Net Assets	<u>\$ 2,737,336</u>	<u>\$ 2,764,571</u>

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Activities

For the Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
<u>Unrestricted Net Assets:</u>		
Public Support and Revenue:		
Public Support:		
Grants	\$ 291,738	\$ 298,738
Direct public contributions	1,355,086	1,514,100
Special events	399,531	343,012
Revenue:		
Interest and investment income	27,971	29,978
Realized and unrealized gain (loss)	165,395	(6,430)
Miscellaneous	2,002	3,939
Net assets released from restrictions	180,058	204,474
Total Public Support and Revenue	<u>2,421,781</u>	<u>2,387,811</u>
Expenses:		
Program Services:		
Shelter	422,271	414,718
Soup kitchen and food pantry	1,358,999	1,485,434
Other services	302,234	290,451
Supportive Services:		
Management and general	117,680	126,482
Fund raising	153,999	205,495
Total Expenses	<u>2,355,183</u>	<u>2,522,580</u>
Change in Unrestricted Net Assets	66,598	(134,769)
<u>Temporarily Restricted Net Assets:</u>		
Contributions	96,345	170,103
Net assets released from restrictions	(180,058)	(204,474)
Change in Temporarily Restricted Net Assets	<u>(83,713)</u>	<u>(34,371)</u>
Change in net assets	(17,115)	(169,140)
Net Assets, Beginning of Year	<u>2,421,288</u>	<u>2,590,428</u>
Net Assets, End of Year	<u>\$ 2,404,173</u>	<u>\$ 2,421,288</u>

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2013

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

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2012

	Program Services			Supportive Services		
	Shelter	Soup Kitchen and Food Pantry	Other Services	Management and General	Raising Fund	2012
Advertising	\$ 41	\$ 18	\$ 27	\$ 11	\$ 18	\$ 115
Auto expense	-	6,044	350	-	66	6,460
Building repairs and maintenance	6,837	4,479	2,317	352	111	14,096
Dues, fees, and meetings	320	-	150	733	660	1,863
Employee benefits	34,464	15,294	22,555	9,240	14,837	96,390
Employee training	45	20	29	12	19	125
Equipment repairs and maintenance	1,024	5,669	967	147	1,016	8,823
Food and supplies	-	1,239,435	-	-	-	1,239,435
Fund raising expense	-	-	-	-	34,427	34,427
Grant expense	-	-	6,128	-	-	6,128
Insurance - general	2,749	5,804	3,055	3,363	147	15,118
Insurance - workers' compensation	6,629	2,941	4,338	1,776	2,853	18,537
Legal and accounting	-	-	-	7,600	-	7,600
Miscellaneous	3,629	2,228	378	250	36	6,521
Office expense	2,697	1,850	1,868	6,135	2,134	14,684
Payroll taxes	24,619	10,992	16,145	6,663	10,678	69,097
Postage	-	-	-	688	2,197	2,885
Printing	-	-	-	703	21,934	22,637
Professional services	-	-	-	12,906	-	12,906
Salaries and wages	262,972	116,697	172,104	70,508	113,215	735,496
Subcontracted services	-	-	28,380	-	-	28,380
Supplies	8,672	12,900	2,917	74	24	24,587
Telephone and internet	2,224	1,411	1,878	1,032	389	6,934
Utilities	23,863	20,817	10,956	1,665	526	57,827
Total Expenses Before Depreciation	380,785	1,446,599	274,542	123,858	205,287	2,431,071
Depreciation	33,933	38,835	15,909	2,624	208	91,509
Total Functional Expenses	\$ 414,718	\$ 1,485,434	\$ 290,451	\$ 126,482	\$ 205,495	\$ 2,522,580

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

NEW HORIZONS FOR NEW HAMPSHIRE, INC.

Statements of Cash Flows

For the Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ (17,115)	\$ (169,140)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	85,115	91,509
Unrealized/realized (gain) loss	(165,395)	6,430
Loss on disposal of fixed asset	35,182	-
(Increase) Decrease In:		
Accounts receivable	18,657	(15,657)
Prepaid expenses	5,086	6,000
Increase (Decrease) In:		
Accounts payable	6,806	21,079
Accrued payroll and related liabilities	6,720	3,208
	<u>(24,944)</u>	<u>(56,571)</u>
Net Cash Used By Operating Activities	(24,944)	(56,571)
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(26,720)	(36,761)
Sale of investments	100,000	125,000
Purchase of fixed assets	(31,485)	(42,951)
	<u>41,795</u>	<u>45,288</u>
Net Cash Provided By Investing Activities	41,795	45,288
<u>Cash Flows From Financing Activities:</u>		
Repayments of note	(23,646)	(24,875)
	<u>(23,646)</u>	<u>(24,875)</u>
Net Cash Used By Financing Activities	(23,646)	(24,875)
Net Decrease in Cash and Cash Equivalents	(6,795)	(36,158)
Cash and Cash Equivalents, Beginning of Year	<u>166,771</u>	<u>202,929</u>
Cash and Cash Equivalents, End of Year	<u>\$ 159,976</u>	<u>\$ 166,771</u>

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

New Horizons For New Hampshire, Inc.

Notes to Financial Statements

1. Organization:

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

2. Summary of Significant Accounting Policies:

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

A. Financial Statement Presentation

The Organization follows *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

B. Contributions

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

C. Recognition of Donor Restricted Contributions

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

D. Basis of Accounting

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

E. Cash and Cash Equivalents

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

F. Investments

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

G. Property and Equipment and Depreciation

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

H. Donated Goods and Services

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

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. As of June 30, 2013 and 2012, donated services were valued at \$21,144 and \$27,526, respectively.

The Organization receives a substantial amount of donated goods from the general public. These goods are recorded on the Organization's financial statements at their estimated fair market value at the time of donation. As of June 30, 2013 and 2012, donated food and goods were valued at \$973,636 and \$1,098,099, respectively.

I. Tax Status

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

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

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) for fiscal years 2012, 2011, and 2010 are subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the years ended June 30, 2013 and 2012, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

J. Use of Estimates

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

K. Functional Allocation of Expenses

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

L. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2013 through March 14, 2014, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has deter-

mined that there were no material events that would require disclosure in the Organization's financial statements through this date.

3. Concentration of Risk - Cash and Cash Equivalents:

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

4. Investments:

Investments at fair value consisted of the following at June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Mutual funds	\$ 1,292,825	\$ 1,210,731
Money market funds	3,718	2,548
Stocks	<u>17,608</u>	<u>15,666</u>
Total investments	<u>\$ 1,314,151</u>	<u>\$ 1,228,945</u>

5. Property and Equipment:

The following is a summary of property and equipment as of June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Land	\$ 421,730	\$ 421,730
Construction in progress	24,720	35,182
Buildings and improvements	1,896,464	1,896,464
Furniture, fixtures, and equipment	210,643	203,878
Vehicles	<u>63,044</u>	<u>63,044</u>
Subtotal	2,616,601	2,620,298
Less: accumulated depreciation	<u>(1,382,270)</u>	<u>(1,297,155)</u>
Total	<u>\$ 1,234,331</u>	<u>\$ 1,323,143</u>

6. Notes Payable:

The Organization received a \$75,000 non- interest bearing Community Improvement Program note from the City of Manchester for major improvements to the shelter in fiscal year 2005. The note stipulates that \$56,250 will be forgiven after the earlier of ten years from the date of issuance or October 1, 2014 as long as the Organization demonstrates that service objectives are met and principal payments of \$1,875 are paid annually by October 1st over the 10-year term. Any unpaid principal balance due after the earlier of 10 years or October 1, 2014 will be due and payable. The balance of this note was \$60,000 and \$61,875 at June 30, 2013 and 2012, respectively.

During fiscal year 2010, the Organization received a \$60,000 non- interest bearing Community Improvement Program note from the City of Manchester for capital improvements at the shelter. Principal payments of \$6,000 are due annually by October 1st over a 10-year term. Any principal amount remaining unpaid after the earlier of 10 years from acceptable completion of construction or October 1, 2019 will be due and payable. The balance of this note was \$42,000 and \$48,000 at June 30, 2013 and 2012, respectively.

During fiscal year 2011, the Organization received a \$170,000 note from the New Hampshire Community Development Finance Authority for capital improvements at the shelter. This note has 0.0% interest for the first 18 months and then 2.0% interest for the remaining life of the note. This note is secured by a second mortgage on the 199 Manchester Street property. The balance of this note was \$137,229 and \$153,000 at June 30, 2013 and 2012, respectively.

The following is a summary of future payments on the previously mentioned long-term debt at June 30, 2013.

<u>Year</u>	
2014	\$ 23,865
2015	24,187
2016	22,642
2017	22,977
2018	23,320
Thereafter	<u>65,988</u>
Subtotal	182,979
Amounts to be forgiven	<u>56,250</u>
Total	<u>\$ 239,229</u>

7. Net Assets Released from Restrictions:

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

8. Temporarily Restricted Assets:

Temporarily restricted net assets are available for the following purposes at June 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Alumni program	\$ 2,957	\$ 3,576
Angie's shelter	13	-
Bed bug grant	4,928	-
CD players	-	156
Culinary arts	-	2,692
Diapers and wipes	-	600
Food	73,009	152,957
Food cart	-	155
Kitchen vent	5,000	5,000
Moving on	3,070	3,070
School supplies	620	500
Shelter beds	2,922	1,421
Shelter/kitchen pantry expenses	15,941	866
Shelter staffing	-	23,378
Shelter overflow	2,500	-
TV room makeover	-	52
Veterans	190	440
Total	<u>\$ 111,150</u>	<u>\$ 194,863</u>

9. Permanently Restricted Assets:

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

10. Fair Values Measurement:

FASB ASC 820, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. FASB ASC 820 applies whenever

other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under FASB ASC 820, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. FASB ASC 820 clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

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

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

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

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

	2012				
	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Investments	\$ 1,228,945	\$ 1,228,945	\$ 1,228,945	\$ -	\$ -
Cash surrender value of life insurance	<u>18,496</u>	<u>18,496</u>	<u>-</u>	<u>18,496</u>	<u>-</u>
Total assets	<u>\$ 1,247,441</u>	<u>\$ 1,247,441</u>	<u>\$ 1,228,945</u>	<u>\$ 18,496</u>	<u>\$ -</u>
Notes payable	<u>\$ 262,875</u>	<u>\$ 262,875</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 262,875</u>
Total liabilities	<u>\$ 262,875</u>	<u>\$ 262,875</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 262,875</u>

Fair Value
Measurements
Using Significant
Unobservable Inputs
Level 3

	Notes Payable	
	<u>2013</u>	<u>2012</u>
Beginning Balance, July 1	\$ 262,875	\$ 287,750
Advances	-	-
Reductions	(23,646)	(24,875)
Transfers in to Level 3	<u>-</u>	<u>-</u>
Ending Balance, June 30	<u>\$ 239,229</u>	<u>\$ 262,875</u>

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

11. Related Party Transaction:

During fiscal years 2013 and 2012, the Organization entered into transactions with a Board member's business. These transactions were reviewed and approved by the Board and performed in accordance with conflict of interest guidelines established by the New Hampshire Attorney General's Office.

New Horizons for New Hampshire
2014 Board of Directors

David H. Cassidy, Jr.	Centrix Bank	Executive Vice President	[REDACTED]	Bedford
George Copadis	State of NH	Commissioner of New Hampshire Employment Security	[REDACTED]	Concord
Ty DeMato	Mullen & McGourty	Attorney	[REDACTED]	Boston
Robert Duval	TF Moran	Chief Engineer	[REDACTED]	Bedford
Jim Flanagan	Manchester Police Department	Police Lieutenant	[REDACTED]	Manchester
Paul D. Hanson (Secretary)	Mann Advertising	Owner	[REDACTED]	Manchester
Floyd W. Hayes	Aranco Oil Company	Owner	[REDACTED]	Concord
Nicole Mattia	St. Anselm College	Assistant Director of Service Education	[REDACTED]	Manchester
Brian Mikol (Vice President)	Spectrum Marketing	Co-Owner	[REDACTED]	Manchester
Jack Olson	Texas Instruments	VP/General Manager DC Solutions Bus. Unit	[REDACTED]	Manchester
Sandra S. Pappajohn	Berry Dunn	Manager	[REDACTED]	Manchester
Bryan Riddell	Coca-Cola Northern New England	VP/Chief Financial Officer	[REDACTED]	Manchester
Frank Saglio (Treasurer)	Howe Riley & Howe, PLLC	CPA	[REDACTED]	Bedford
Dan Noury	Noury Supply	Owner cleaning supply company	[REDACTED]	Manchester
Kristi Scarpone	FIRST Robotics	Corporate and Foundation Relations	[REDACTED]	Manchester
Peter Telge	Milly's Tavern	Owner	[REDACTED]	Manchester
Roy W. Tilsley, Jr. (President)	Bernstein Shur	Attorney	[REDACTED]	Manchester
Sean Thomas	603 Associates	Vice President	[REDACTED]	Manchester
Glen Villano	Merchants Automotive Group	CEO	[REDACTED]	Manchester

Board members are recommended by either the Executive Director or current board members and then voted upon by the full board of directors.

(all 603 area code unless noted)

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

SKILLS PROFILE

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

EMPLOYMENT HISTORY

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

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

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

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

President 1986-1992
Uniglobe Kendall Travel, Rochester, NH

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

Sports Director 1992-2004
WMUR-TV, Manchester, NH

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

Morning Show Host 2004-2011
WGIR Radio, Manchester, NH

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

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

2011-Present

Responsible for the daily operations and staff of:

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

EDUCATION

Northeastern University
Business Administration

1980

COMMUNITY ACTIVITIES

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

Kevin J Kintner

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

Employment:

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

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

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

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

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

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

Education:

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

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

Pamela A. Nordie
[REDACTED]
[REDACTED]
[REDACTED]

Objective: A position commensurate with experience that encourages professional growth.

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

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

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

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

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

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

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

References: Personal and professional references available on request.

Ronald Charland

603-██████████

Work History

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

First Responder

Manchester F. F. Local 856 I.A.F.F.	President Executive Board President Emeritus	1987 – 1992
Graduate Representative NH Tech. Inst. Concord, NH		2003 – 2005
Advisory Council on Workers Compensation State of NH		1998 - 2002
NH Bureau of Fire Training Stds. & Training	Assessment/Evaluator	1987 – 1992
E.A.P. Development Manchester Fire Dept.	Co-Chairman	1990
Office of Mayor Manchester, NH	Policy Development: “Aids in the Workplace”	1985
	Education	
NH Tech Institute	Associate Degree in Human Services Specialty in Substance Abuse Counseling	2000
Granite State College UNH System	One Semester remaining for Bachelor of Science in Behavioral Science	Ongoing
Workshops and conferences		Ongoing
	Awards	
Glenn Brewster Award Thomas H. McTague Award	Education	2000
Raul W. Sypek Medal For Valor	Firefighting	2000

SUMMARY

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

AREAS OF EXPERTISE

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

EXPERIENCE

Angie's (New Horizons for NH) 12/2013-Present
House Manager/Case Manager

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

Mental Health Center of Greater Manchester 03/2011-12/2013
Individual Placement Specialist

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

Easter Seals Farnum Center, NH 9/2009-03/2011
Residential Instructor

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

Angie's (New Horizons for NH) 5/2008-9/2009
House Manager/Case Manager

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

Keystone Hall, Nashua, NH 3/2007 -5/2008
Milieu Manager

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

Easter Seals NH, Manchester, NH 10/2001-3/2007
Job Placement Specialist

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

EDUCATION

Springfield College, Manchester, NH **Human Services and Addiction Studies B.S. 2009**
 University of Maine, Farmington, ME **Special Education and Performing Arts 1994-1996**

ADDITIONAL TRAININGS

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

Contractor Name: New Horizons for New Hampshire

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Charlie Sherman	Executive Director	\$85,000	5%	\$4,250
Kevin Kintner	Program Director	\$53,840	20%	\$10,768
Pam Nordle	Case Manager	\$36,802	50%	\$18,401
Ron Charland	Case Manager	\$31,518	50%	\$15,759
Cheryl Hunt	Angie's Shelter Manager	\$33,600	45%	\$15,120

STW



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

NJ 28
3-26-14

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

March 4, 2014

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

RETROACTIVE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$270,816 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Greater Nashua Council on Alcoholism	166574-B001	Nashua	\$18,105
Harbor Homes, Inc.	155358-B001	Nashua	\$41,534
Nashua Soup Kitchen and Shelter, Inc	174173-R001	Nashua	\$42,557
New Horizons for New Hampshire, Inc.	175227-R001	Manchester	\$41,319
The Bridge House, Inc.	165288-B001	Plymouth	\$30,062
The Friends Program, Inc.	154987-B001	Concord	\$35,964
Southwestern Community Services, Inc.	177511-B001	Keene	\$61,275
		Total	\$270,816

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The NH Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 7 of 14 retroactive agreements and represents \$270,816 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds provided to New Hampshire by the U.S. Department of Housing and Urban Development. The vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The Department of Housing and Urban Development historically announces funding levels in the late spring of each federal fiscal year. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information.

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, which will increase statewide on local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

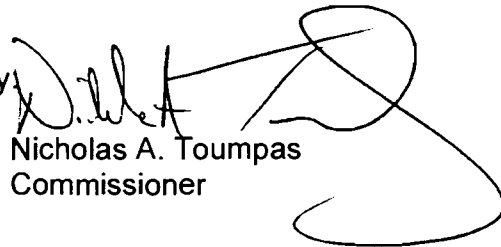
In the event that Federal funds became no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

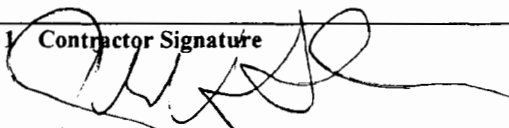
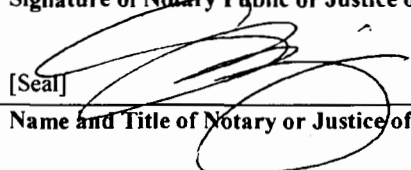
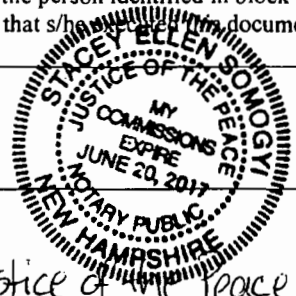
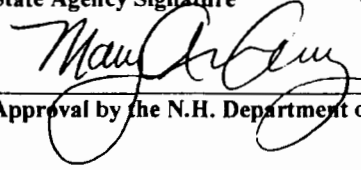
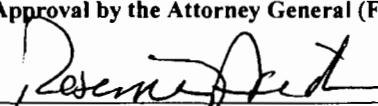
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name New Horizons for New Hampshire		1.4 Contractor Address 199 Manchester Street Manchester, NH 03105	
1.5 Contractor Phone Number (603) 668-1877	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$41,319.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charles S. Sherman, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/19/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Stacey Ellen Somogyi, Justice of the Peace & Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials:

Date:


2/17/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

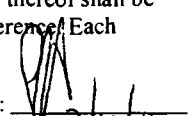
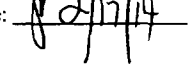
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

Contractor Initials: 
Date: 

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.

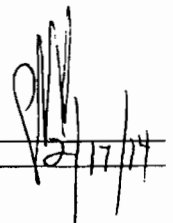
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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.

Handwritten signature and date: 2/17/14



SCOPE OF SERVICES

Emergency Solutions Grant

1. CONDITIONAL NATURE OF AGREEMENT

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. PROVISIONS APPLICABLE TO ALL SERVICES:

- 2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.
- 2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.6 Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

3. SERVICES:

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

Handwritten signature and date: 04/17/14




Exhibit A

3.1 Emergency Solutions Grant Program, 24 CFR part 576

3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.


Date 2/17/11



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$41,319.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$41,319.00

Total program amount: \$41,319.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

2.2. 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.

2.3. 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.

SA
2/17/14



Exhibit B

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

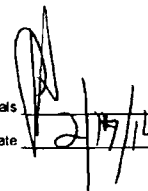
- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as 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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Handwritten signature and date: 2/17/14



Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$41,319.00	\$41,319.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$41,319.00	\$41,319.00
TOTAL Federal+Match	\$82,638.00	

[Handwritten Signature]
Date 2/17/14



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 fundors 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 fundors, 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;


[Handwritten Signature]
Date 2/17/14



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

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

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


Date 2/17/14



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. **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

Contractor Initials: [Signature]
Date: 12/17/14



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.


Handwritten signature and date: 2/17/14



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.



01/17/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

2/17/14
Date

Contractor Name:

Name: Charles S. Sherman
Title: Executive Director

2/17/14



**Emergency Solutions Grant Program
Amendment # 1**

**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 63 Community Way, Keene, NH 03431-0603.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 26, 2014 (Item #28), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7928-102-500731-42307020
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$91,912.50
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.

gm
10/14



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

gm
10/20/14



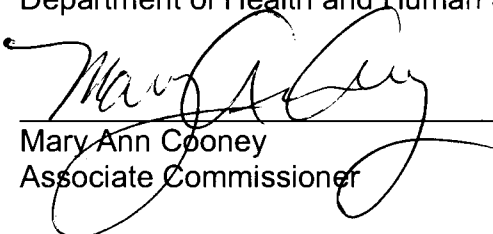
**Emergency Solutions Grant Program
Amendment # 1**

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,

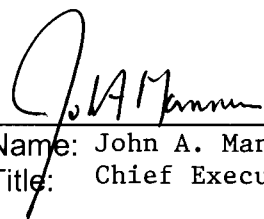
State of New Hampshire
Department of Health and Human Services

11/12/14
Date


Mary Ann Cooney
Associate Commissioner

Southwestern Community Services, Inc.

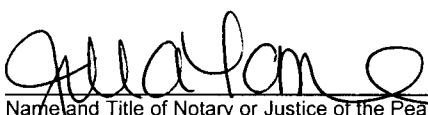
10/8/14
Date

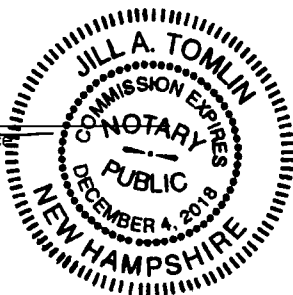

Name: John A. Manning
Title: Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Cheshire on 10/8/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace


Name and Title of Notary or Justice of the Peace
Jill Tomlin, Notary





**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date

[Signature]
Name: Megan A. Yale
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

[Handwritten initials]
11/19/14



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

This contract is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) and by the New Hampshire General Fund, as follows:

Emergency Solutions Grant Federal Funding

The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services.

Federal Funds:

CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Total Amount Emergency Solutions Grant Federal Funds;
SFY 2014: not to exceed \$30,637.50
SFY 2015 not to exceed \$30,637.50

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
 - 2.2. 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.
 - 2.3. 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

gm
10/8/14



Amendment # 1 Exhibit B

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.

- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
 - 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
 - 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.
4. USE OF GRANT FUNDS.
- Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.
- Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

JM
10/10/14



Emergency Solutions Grant Funds

EXPENSE BUDGET for SFY 2014 and SFY 2015:

EXPENSE ITEM	Federal HEARTH Funds	Match
Operations	\$61,275.00	\$61,275.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$61,275.00	\$61,275.00
TOTAL Federal+ Match	\$122,550.00	

State Grant In Aid Program Funds

The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services.

NH General Funds:

SFY 2015: not to exceed \$30,637.50

1. PROGRESS REPORTS:

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

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

- 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.
- 2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.
- 2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.
- 2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures,



inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

3. LINE ITEM TRANSFERS:

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

State Grant In Aid Program Funds

EXPENSE BUDGET for SFY 2015:

EXPENSE ITEM	State GIA Funds	Match
Operations	\$30,637.50	\$30,637.50
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
Totals	\$30,637.50	\$30,637.50
TOTAL GIA+Match	\$61,275.00	

4. FUNDS ALLOCATION:

Funds are allocated under this contract, as follows:

SFY 2014 Emergency Solutions Grant Federal Funds:	\$30,637.50
SFY 2015 Emergency Solutions Grant Federal Funds:	\$30,637.50
SFY 2015 State Grant in Aid NH General Funds:	\$30,637.50
Operating expenses:	\$91,912.50
Total program amount:	\$91,912.50



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.

gm
Date 10/8/14



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

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

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

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

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

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

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



more employees, it will maintain a current 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

Jm
Date 10/6/14



- 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.

Jm

10/8/14



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; and



**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.

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

New Hampshire Department of Health and Human Services
Exhibit G



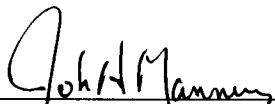
against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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: Southwestern Community Services, Inc.

10/8/14
Date


Name: John A. Manning
Title: Chief Executive Officer

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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine M. Amer, Clerk/Treasurer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency
duly held on 4/27/12 :
(Date)

RESOLVED: That the Chief Executive Officer
(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 8th day of October, 20 14 .
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elaine M. Amer
(Signature of the Elected Officer)

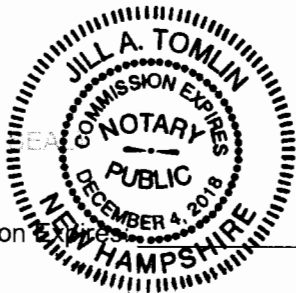
STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 8th day of October, 20 14 ,

By Elaine M. Amer
(Name of Elected Officer of the Agency)

Jill A. Tomlin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)
Commission Expires

NEW HAMPSHIRE

AM
- 4/27/12



Southwestern Community Services

Over 45 years of people helping people in Cheshire and Sullivan counties

Vision Statement

SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as a chronic or permanent condition of any person's life.

Mission Statement

SCS strives to empower low income people and families. *With dignity and respect*, SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward *self-sufficiency*.

Community Statement

In partnership and close collaboration with local communities, SCS will provide *leadership and support* To develop resources, programs and services to further aid this population.

63 Community Way
PO Box 603
Keene, NH 03431-0603
Phone: (603) 352-7512
Fax: (603) 352-3618



United Way

Call Toll Free: (800) 529-0005
TTY-NH: (800) 735-2964

96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603)-542-9528
Fax: (603) 542-3140

Southwestern Community Services, Inc.

**Independent Auditors' Reports and
Management's Financial Statements**

May 31, 2013

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

SOUTHWESTERN COMMUNITY SERVICES, INC.

MAY 31, 2013

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Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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41 Bates Street
Portland, Maine 04103

Tel: (207) 775-1717
Fax: (207) 775-7103

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southwestern Community Services, Inc., which comprise the combined statements of financial position as of May 31, 2013 and 2012, and the related combined statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgments, including assessment of the risks of material misstatements 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 combined financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. as of May 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2014, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Ron L. Beaulieu & Co.

Portland, Maine
February 28, 2014

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION
MAY 31,

	2013	(RESTATED) 2012
CURRENT ASSETS		
Cash	\$ 223,568	\$ 455,760
Accounts receivable (net)	160,511	215,810
Accounts receivable (net) - related	685,444	485,577
Draw receivable (net)	80,404	-
Contracts receivable (net)	623,820	429,916
Notes receivable, current portion (net) - related	4,447	5,838
Prepaid expenses	17,847	15,292
Inventory	149,113	256,953
Total current assets	1,945,154	1,865,146
FIXED ASSETS		
Real estate	12,452,359	11,252,170
Vehicles and equipment	891,619	872,379
Furniture and fixtures	20,361	20,361
Total fixed assets	13,364,339	12,144,910
Less - accumulated depreciation	(4,155,147)	(3,659,159)
Net fixed assets	9,209,192	8,485,751
OTHER ASSETS		
Investments in L.P.'s	100,700	100,700
Notes receivable from L.P.'s, less current portion (net)	142,000	142,409
Due from related L.P.'s	263,205	263,205
Accounts receivable from related L.P.'s, less current portion (net)	195,803	45,140
Cash escrow funds	150,136	116,982
Security deposits	15,306	14,367
Other assets	591	660
Total other assets	867,741	683,463
TOTAL ASSETS	\$ 12,022,087	\$ 11,034,360
CURRENT LIABILITIES		
Accounts payable	749,783	442,450
Accrued expenses	28,506	-
Accrued payroll and payroll taxes	133,537	9,207
Accrued compensated absences	119,350	140,884
Other current liabilities	24,444	27,651
Deferred revenue	275,810	359,313
Line of credit	299,953	299,953
Current portion of long-term debt	93,210	200,573
Total current liabilities	1,724,593	1,480,031
LONG-TERM DEBT, less current portion	7,341,401	6,395,875
TOTAL LIABILITIES	9,065,994	7,875,906
NET ASSETS		
Unrestricted	2,956,093	3,158,454
TOTAL NET ASSETS	2,956,093	3,158,454
TOTAL LIABILITIES AND NET ASSETS	\$ 12,022,087	\$ 11,034,360

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF ACTIVITIES
YEARS ENDED MAY 31,

	2013	(RESTATED) 2012
REVENUES:		
Government contracts	\$ 10,082,596	\$ 13,340,183
Program service fees	2,142,000	2,196,888
Rental income	288,758	628,044
Developer income	138,250	531,250
Support	334,394	324,103
Fundraising	95,276	98,437
Interest income	223	1,464
Sale of buildings	249,000	-
Gain (loss) on disposal of fixed assets	-	(5,625)
Realized investment gain (loss)	-	-
Gain (loss) on increase in LP investment	-	(201,358)
Forgiveness of debt	371,276	550,000
Miscellaneous	134,783	215,910
In-kind contributions	458,086	673,276
TOTAL REVENUES	14,294,642	18,352,572
EXPENSES:		
Program services:		
Home energy programs	4,659,695	5,239,772
Education and nutrition	2,179,930	2,564,317
Special needs	786,262	721,838
Housing and homeless services	4,603,230	7,582,404
Economic development services	306,753	327,437
Other programs	325,719	310,628
Total program services	12,861,589	16,746,396
Support services:		
Management and general	1,635,414	1,402,828
Total support services	1,635,414	1,402,828
TOTAL EXPENSES	14,497,003	18,149,224
INCREASE (DECREASE) IN NET ASSETS	(202,361)	203,348
NET ASSETS - JUNE 1	3,158,454	3,098,439
PRIOR PERIOD ADJUSTMENT	-	(143,333)
NET ASSETS - JUNE 1 (RESTATED)	3,158,454	2,955,106
NET ASSETS - MAY 31	\$ 2,956,093	\$ 3,158,454

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2013

	Program Services			
	Home Energy Programs	Education and Nutrition	Special Needs	Housing and Homeless Services
Payroll	\$ 445,150	\$ 879,518	\$ 418,771	\$ 1,296,100
Payroll taxes	47,229	127,270	46,971	119,634
Payroll benefits	130,160	331,475	168,623	304,766
Retirement	30,738	56,275	16,964	69,858
Advertising	-	1,478	13,260	12,865
Bank charges	-	-	-	2,416
Computer cost	-	-	-	-
Contractual	639,599	12,564	29,500	470,644
Depreciation	7,902	11,128	4,322	262,157
Dues/registrations	-	4,072	530	2,005
Duplicating	66	-	424	7,867
Insurance	2,234	11,485	5,141	69,968
Interest	-	-	503	183,439
Management fees	-	-	-	24,150
Meeting & conference	-	514	100	11,781
Miscellaneous expense	39,060	923	3,843	314,544
Equipment purchases	783	1,859	-	9,429
Office expense	952	2,853	2,179	-
Postage	12,962	105	147	6,560
Professional	3,500	-	-	18,405
Staff development & training	3,569	27,627	3,795	7,064
Subscriptions	-	-	-	257
Telephone	8,174	-	4,249	45,471
Fax	-	-	17	67
Travel	3,840	18,843	1,964	19,464
Vehicle	12,003	8,744	12,426	52,146
Rent	1,319	-	17,604	2,052
Space costs	-	58,045	568	509,389
Direct client assistance	3,269,835	-	-	31,837
Other direct program costs	620	167,066	34,361	748,895
In-kind expenses	-	458,086	-	-
TOTAL EXPENSES	\$ 4,659,695	\$ 2,179,930	\$ 786,262	\$ 4,603,230

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED MAY 31, 2013

	Program Services		Support Services	Total Expenses
	Economic Development Programs	Other Programs	Management and General	
Payroll	\$ 195,588	\$ -	\$ 804,774	\$ 4,039,901
Payroll taxes	20,221	-	75,848	437,173
Payroll benefits	52,995	-	103,767	1,091,786
Retirement	6,155	-	70,254	250,244
Advertising	128	-	(496)	27,235
Bank charges	-	-	-	2,416
Computer cost	-	-	9,302	9,302
Contractual	-	232,869	90,099	1,475,275
Depreciation	-	-	210,548	496,057
Dues/registration	30	9,234	2,360	18,231
Duplicating	470	-	-	8,827
Insurance	814	3,884	12,888	106,414
Interest	-	-	10,109	194,051
Management fees	-	-	-	24,150
Meeting & conference	-	4,913	28,187	45,495
Miscellaneous expense	64	11,050	93,986	463,470
Equipment purchases	754	-	-	12,825
Office expense	-	-	701	6,685
Postage	813	-	-	20,587
Professional	-	-	93,316	115,221
Staff development & training	-	-	13,428	55,483
Subscriptions	245	-	892	1,394
Telephone	5,650	667	-	64,211
Fax	-	-	-	84
Travel	5,854	-	2,749	52,714
Vehicle	-	45,770	-	131,089
Rent	159	-	-	21,134
Space costs	223	9,255	143	577,623
Direct client assistance	16,590	-	-	3,318,262
Other direct program costs	-	8,077	12,559	971,578
In-kind expenses	-	-	-	458,086
TOTAL EXPENSES	\$ 306,753	\$ 325,719	\$ 1,635,414	\$ 14,497,003

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (RESTATED)
YEAR ENDED MAY 31, 2012

	Program Services			
	Home Energy Programs	Education and Nutrition	Special Needs	Housing and Homeless Services
Payroll	\$ 581,337	\$ 962,599	\$ 402,221	\$ 1,298,504
Payroll taxes	53,459	110,843	39,149	110,959
Payroll benefits	151,105	348,619	131,131	300,164
Retirement	40,584	63,297	11,510	82,647
Advertising	494	3,018	-	5,680
Bank charges	-	-	-	3,480
Computer cost	10,780	-	3,910	19,859
Contractual	1,032,729	4,045	8,862	3,428,709
Depreciation	7,902	27,108	3,520	266,627
Dues/registrations	-	87	525	2,256
Duplicating	377	-	784	4,631
Insurance	10,507	10,708	5,055	120,265
Interest	-	-	681	196,085
Management fees	-	-	-	52,429
Meeting & conference	7,036	-	70	12,810
Miscellaneous expense	1,884	1,311	2,672	47,603
Equipment purchases	1,172	3,219	-	13,129
Office expense	14,666	7,141	2,728	22,685
Postage	11,586	2,017	113	8,204
Professional	-	-	-	67,119
Staff development & training	13,327	15,513	4,818	9,563
Subscriptions	-	-	-	350
Telephone	13,120	-	3,938	47,739
Fax	-	-	44	153
Travel	2,972	21,684	1,914	19,205
Vehicle	11,646	7,606	11,175	59,371
Rent	13,658	-	34,904	25,571
Space costs	-	67,624	149	605,061
Direct client assistance	3,258,373	-	-	45,066
Other direct program costs	1,058	234,602	51,965	706,480
In-kind expenses	-	673,276	-	-
TOTAL EXPENSES	\$ 5,239,772	\$ 2,564,317	\$ 721,838	\$ 7,582,404

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (RESTATED)
YEAR ENDED MAY 31, 2012

	Program Services		Support Services	Total Expenses
	Economic Development Programs	Other Programs	Management and General	
Payroll	\$ 198,567	\$ 60,612	\$ 697,170	\$ 4,201,010
Payroll taxes	19,324	3,572	66,211	403,517
Payroll benefits	60,347	28,170	5,124	1,024,660
Retirement	7,692	1,937	64,271	271,938
Advertising	-	-	636	9,828
Bank charges	-	-	-	3,480
Computer cost	1,105	-	37,011	72,665
Contractual	-	91,631	97,568	4,663,544
Depreciation	-	-	199,219	504,376
Dues/registrations	-	8,649	2,645	14,162
Duplicating	515	-	-	6,307
Insurance	773	4,156	4,809	156,273
Interest	-	-	9,949	206,715
Management fees	-	-	-	52,429
Meeting & conference	-	15,640	31,142	66,698
Miscellaneous expense	464	5,868	51,420	111,222
Equipment purchases	-	-	-	17,520
Office expense	5,356	615	1,568	54,759
Postage	324	19	8,001	30,264
Professional	-	-	46,131	113,250
Staff development & training	(100)	437	14,582	58,140
Subscriptions	426	-	1,955	2,731
Telephone	7,246	1,910	6,209	80,162
Fax	-	-	-	197
Travel	9,026	1,767	2,251	58,819
Vehicle	-	50,031	71	139,900
Rent	1,747	24,000	-	99,880
Space costs	266	8,702	940	682,742
Direct client assistance	13,954	668	-	3,318,061
Other direct program costs	405	2,244	53,945	1,050,699
In-kind expenditures	-	-	-	673,276
TOTAL EXPENSES	\$ 327,437	\$ 310,628	\$ 1,402,828	\$ 18,149,224

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED MAY 31,

	(RESTATED)	
	2013	2012
OPERATING ACTIVITIES		
Change in net assets	\$ (202,361)	\$ 203,348
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	495,988	504,307
Amortization	69	69
(Gain) / loss on sale of fixed assets	-	5,625
(Gain) / loss on sale of investments	-	-
(Gain) / loss on increase in LP investment	-	201,358
(Gain) / loss on forgiveness of debt	(371,276)	(550,000)
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable	55,299	79,423
(Increase) decrease in accounts receivable - related	(199,867)	259,073
(Increase) decrease in draw receivable	(80,404)	-
(Increase) decrease in contracts receivable	(193,904)	319,430
(Increase) decrease in prepaid expenses	(2,555)	(13,587)
(Increase) decrease in inventory	107,840	(256,953)
(Increase) decrease in accounts receivable, less curr. port. - related	(150,663)	45,140
(Increase) decrease in due from related limited partnerships	-	25,123
(Increase) decrease in escrow funds	(33,154)	8,393
(Increase) decrease in security deposits	(939)	(14,367)
Increase (decrease) in accounts payable	307,333	(174,176)
Increase (decrease) in accrued expenses	28,506	-
Increase (decrease) in accrued payroll	124,330	(196,028)
Increase (decrease) in accrued compensated absences	(21,534)	(11,542)
Increase (decrease) in other current liabilities	(3,207)	24,789
Increase (decrease) in deferred revenue	(83,502)	(145,985)
Increase (decrease) in line of credit	-	50,000
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(224,001)	363,440
INVESTING ACTIVITIES		
Purchase of fixed assets	(1,219,430)	(77,173)
Proceeds from sale of fixed assets	-	144,375
(Increase) decrease in notes receivable	1,800	772
Proceeds from sale of investments	-	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(1,217,630)	67,974
FINANCING ACTIVITIES		
Proceeds from long-term debt	1,305,314	-
Payments on long-term debt	(95,875)	(98,250)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	1,209,439	(98,250)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(232,192)	333,164
CASH AND CASH EQUIVALENTS - JUNE 1	455,760	122,596
CASH AND CASH EQUIVALENTS - MAY 31	\$ 223,568	\$ 455,760
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	\$ 184,186	\$ 196,886

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Southwestern Community Services, Inc. (the Corporation) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corp., SCS Housing, Inc., Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP. The Corporation is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. The financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., SCS Housing, Inc. The three corporations are combined because Southwestern Community Services, Inc. controls more than 50% of the voting power. All significant intercompany items and transactions have been eliminated from the basic financial statements.

Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP have been consolidated with the Corporation because the Corporation owns 100% of the voting power. All significant intercompany items and transactions have been eliminated from the basic financial statements.

Cash Equivalents

The Corporation considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The accounts receivable allowance for doubtful accounts is based upon an analysis of the aged accounts receivable listing.

The accounts receivable - related allowance for doubtful accounts is based upon an analysis of the aged accounts receivable listing.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with customers having outstanding balances and current relationships with them.

The notes receivable allowance for doubtful accounts is based upon an analysis of the aged notes receivable listing.

Inventory

Materials are valued at the lower of cost or market, using the first-in, first-out method.

Fixed Assets

Fixed assets acquired by the Corporation are capitalized at cost or, if donated, at the approximate value at the date of donation. It is the policy of the Corporation to capitalize all fixed assets over \$5,000.

Depreciation

Fixed assets are depreciated over their estimated useful lives on a straight-line or accelerated method.

Deferred Revenue

The Corporation records grant and contract revenue as deferred revenue until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-kind Support

The Corporation records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Advertising

The Corporation uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 2 - RISKS AND UNCERTAINTIES

Nature of Operations

The Corporation is operated in a heavily regulated environment. The operations of the Corporation are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Current Vulnerabilities Due to Certain Concentrations

Southwestern Community Services, Inc., maintains its cash balances in various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation and the balances may exceed the insured limit. It is the opinion of management that the solvency of the referenced financial institution is of no particular concern at this time.

A large percentage of the Corporations' revenues are from two contractors, the Federal Government and the State Government. It is always considered to be at least reasonably possible that any contractor could be lost in the near term, but management feels this risk is of no particular concern at this time.

Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results could differ from those estimates.

Significant Estimates

None of the estimates used in preparing the financial statements are considered significant.

NOTE 3 - ACCOUNTS RECEIVABLE AND CONTRACTS RECEIVABLE

Accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Allowance for doubtful accounts was estimated at \$0 and \$0, on May 31, 2013 and 2012.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 4 - NOTES RECEIVABLE

Notes receivable are stated at the amount that is expected to be collected at year-end. Interest income is recorded on the accrual basis.

The allowance for loan loss has been estimated at \$0 and \$0 as of May 31, 2013 and 2012, respectively.

NOTE 5 - INVESTMENTS

Investments are reported at their fair value at year end. Although the Corporation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at year end.

The fair value measurement establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy has three levels which are described below.

Level 1 Fair Value Measurements

The fair values of investments are based on the closing price reported on the active market where the individual securities are traded.

Level 2 Fair Value Measurements

The fair values of investments are based on the market approach using quoted prices reported on the active market for similar assets, or they are based on the market approach using quoted prices reported on a market that is not active for identical or similar assets.

Level 3 Fair Value Measurements

The fair value of certain investments which are not actively traded and significant other observable inputs are not available. In this case, management decides what the best valuation technique to use is.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 5 – INVESTMENTS (CONTINUED)

The investments of the Corporation consisted of the following as of May 31,:

Description	Cost	Fair Value	May 31, 2013		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant un-observable inputs (Level 3)
Limited partnerships	100,700	100,700	-	-	100,700
Total	\$ 100,700	\$ 100,700	\$ -	\$ -	\$ 100,700

Description	Cost	Fair Value	May 31, 2012		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant un-observable inputs (Level 3)
Limited partnerships	100,700	100,700	-	-	100,700
Total	\$ 100,700	\$ 100,700	\$ -	\$ -	\$ 100,700

The activities of the Corporation's investments account are summarized as follows:

	2013	2012
Fair Value - June 1	\$ 100,700	\$ 100,500
Investment income	-	-
Investment fees	-	-
Additions	-	200
Distributions	-	-
Realized gains (losses)	-	-
Unrealized gains (losses)	-	-
Fair Value - May 31	\$ 100,700	\$ 100,700

NOTE 6 - PLEDGED ASSETS

The following are the assets used as collateral:

Fixed Assets	\$13,343,978
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SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 7 - LINE OF CREDIT

An available \$250,000 revolving line of credit existed at years ending May 31, 2013 and 2012. Interest was charged at 4.00% and the outstanding balance at years end was \$249,953 and \$249,953, respectively.

An available \$50,000 revolving line of credit existed at years ending May 31, 2013 and 2012. Interest was charged at 4.00% and the outstanding balance at years end was \$50,000 and \$50,000, respectively.

NOTE 8 - LONG-TERM DEBT

Long-term debt consisted of the following as of May 31,:

	<u>2013</u>	<u>2012</u>
1.00% mortgage payable to NH Housing Finance Authority, secured by real estate, payable in monthly installments of \$891 including interest through 2032.	\$ 199,437	\$ 207,370
Non-interest bearing mortgage payable to Community Development Finance Authority, secured by real estate, quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate.	32,147	32,147
3.25% note payable to bank, secured by real estate, payable in monthly installments of \$959 including interest through March 2021.	78,659	87,215
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	250,000	250,000
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	408,300	408,300
7.25% mortgage payable to bank, secured by real estate, payable in monthly installments of \$2,246 including interest through 2017.	232,171	241,373
10.00% note payable to bank, secured by vehicle, payable in monthly installments of \$407 including interest through 2013.	-	1,970
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$590 through 2013.	-	2,359
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$421 through 2013.	-	1,682

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 8 - LONG-TERM DEBT (CONTINUED)

	<u>2013</u>	<u>2012</u>
4.375% note payable to Rural Housing Service, secured by real estate, payable in monthly installments of \$11,050 including interest through 2049.	\$ 2,400,973	\$ 2,427,889
0.00% note payable to Cheshire County, secured by real estate, payment is not necessary unless the Corporation defaults on the contract.	460,000	460,000
4.00% note payable to Railroad Land Development, LLC, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2015.	63,000	63,000
4.00% note payable to Monadnock Economic Development Corporation, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2015.	45,000	45,000
14.65% note payable to GMAC, secured by personal property, payable in monthly installments of \$299 including interest through 2014.	1,687	4,773
5.2% note payable to bank, secured by real estate payable in \$2,769 monthly installments including interest through May of 2014. Beginning in May 2014 payments and interest will be adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston through May 2039.	469,007	476,950
6.99% note payable to bank secured by vehicle, payable in monthly installments of \$560 through 2014.	9,049	14,898
5.95% note payable to bank, secured by real estate, payable in monthly installments of \$934 including interest through 2031.	123,213	126,562
1.00% note payable to Town of Walpole, New Hampshire, secured by real estate, accrued interest and principal are due on August 2026.	-	367,600
6.00% note payable to bank, secured by real estate, payable in monthly installments of \$1,351 including interest through April 2016 with a ballon payment of \$123,000.	144,887	152,175

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 8 - LONG-TERM DEBT (CONTINUED)

	2013	2012
1.00% note payable to Town of Walpole, New Hampshire, secured by real estate, accrued interest and principal are due on December 2025.	\$ 378,961	\$ 375,911
7.00% note payable to bank, secured by real estate, payable in monthly installments of \$807 including interest through December 2025.	84,614	88,148
1.00% note payable to Town of Troy, New Hampshire, secured by real estate, accrued interest and principal are due on November 2025.	364,265	361,126
0.00% loan payable to United States Department of Housing and Urban Development, secured by real estate, no payment is due as long as the property is used for low income housing for 20 years. After 10 years, 10% loan will be forgiven per year. The loan will be fully amortized by January 2026.	250,000	250,000
0.00% loan payable to United States Department of Housing and Urban Development, secured by real estate, no payment is due as long as the property is used for low income housing for 20 years. After 10 years, 10% loan will be forgiven per year. The loan will be fully amortized by January 2025.	150,000	150,000
0.00% note payable to New Hampshire Housing Finance Authority, secured by real estate, payable in yearly payments in the amount of 50% of annual surplus cash. The remaining balance is due on July 2032.	800,000	-
0.00% note payable to County of Cheshire, secured by real estate, of which 5% of the balance is forgiven each year. The remaining balance is due December 31, 2032.	470,000	-
3.99% note payable to bank, secured by personal property, payable in monthly installments of \$385 including interest through 2018.	19,241	-
	\$ 7,434,611	\$ 6,596,448
Current portion	93,210	200,573
Long-term portion	7,341,401	6,395,875
	\$ 7,434,611	\$ 6,596,448

**SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012**

NOTE 8 - LONG-TERM DEBT (CONTINUED)

Principal maturities of long-term debt in each of the next five years, are as follows:

2014	\$	93,210
2015		199,712
2016		214,274
2017		271,864
2018		78,726

NOTE 9 - UNRESTRICTED NET ASSETS

None of the Corporation's net assets are subject to donor-imposed restrictions. Accordingly, all net assets are accounted for as unrestricted net assets.

NOTE 10 - OPERATING LEASES

The following is a summary of the outstanding operating leases payable:

The Corporation leases five automobiles under non-cancelable lease agreements. The terms of the leases are as follows:

<u>Monthly payments</u>	<u>Expiration Date</u>
\$ 668	September 2013
521	August 2014
416	March 2015
341	April 2015
580	January 2016

Future minimum monthly payments under the leases are as follows:

2014	\$ 24,968
2015	16,434
2016	4,640
2017	-
2018	-

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 11 - CONTINGENCY

SCS Housing, Inc. is the general partner in fifteen limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of twelve partnerships liabilities in the amount of \$28,136,893. Partnership real estate with a cost basis of approximately \$55,746,514 provides collateral on these loans.

NOTE 12 - RELATED PARTY TRANSACTIONS

During the year ended May 31, 2013, SCS Housing, Inc. managed twelve limited partnerships and had a Brother-Sister relationship with those limited partnerships. Fees charged by SCS Housing, Inc. totaled \$305,641.

During the year ended May 31, 2012, SCS Housing, Inc. managed twelve limited partnerships and had a Brother-Sister relationship with those limited partnerships. Fees charged by SCS Housing, Inc. totaled \$300,827.

NOTE 13 - PENSION PLAN

The Corporation has a defined contribution pension plan offering coverage to all of its employees. The pension expense for the years ended May 31, 2013 and 2012, was \$250,777 and \$273,275, respectively. The plan is a tax-sheltered annuity which is funded by employee contributions and a Corporation match of the employee's contributions.

NOTE 14 - INCOME TAXES

The Corporation and SCS Management Corp. qualified as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Management believes there is no tax on unrelated business income, therefore no income tax provisions have been made in the accompanying financial statements.

SCS Housing, Inc. is a C Corporation and is subject to income tax. Management does not believe this entity will have taxable income as there is net operating loss carryover for \$586,369 and therefore there is no tax provision.

Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP are partnerships and do not pay taxes on their income. Rather, the partners will pay the taxes on the partnership net income.

The corporations and partnerships are no longer subject to examinations by compliance authorities for years before 2010.

SOUTHWESTERN COMMUNITY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
MAY 31, 2013 AND 2012

NOTE 15 - RESTATEMENT

On the 2012 Statement of Financial Position, inventory was increased by \$256,953 and deferred revenue was increased by \$78,704 to record three rehabilitations of buildings that had not been sold by May 31, 2012. Deferred revenue was decreased by \$400,000 and Long-term debt was increased by \$400,000 for the reclassification of two loans. Deferred revenue was also increased by \$26,667 for the removal of amortization of two loans.

On the 2012 Statement of Activities, the government contracts decreased by \$105,371 and the following expenses were decreased for the year ended May 31, 2012:

Payroll	\$ 15,937
Payroll taxes	1,514
Payroll benefits	1,162
Retirement	1,337
Insurance	1,338
Travel	318
Other direct program costs	235,347
Total	<u>\$ 256,953</u>

NOTE 16 - PRIOR PERIOD ADJUSTMENT

In 2011 and prior years, there was amortization of two loans for \$143,333, which should not have been posted until 2015 and later. Deferred revenue was increased by \$143,333 to remove the amortization that was posted.

NOTE 17 - MANAGEMENT REVIEW

Management has reviewed subsequent events as of February 28, 2014, the date the financial statements were available to be issued. At that time, there were no material subsequent events.

Ron L. Beaulieu & Company

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Tel: (207) 775-1717
Fax: (207) 775-7103

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited the financial statements of Southwestern Community Services, Inc. as of and for the year ended May 31, 2013, and have issued our report thereon dated February 28, 2014. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

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

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and responses to be material weaknesses. (2013-1 and 2013-2)

Compliance and Other Matters

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

Southwestern Community Services, Inc.'s responses to the findings identified in our audit are described in accompanying schedule of findings and responses. We did not audit Southwestern Community Services, Inc.'s responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the Board of Directors, management, others within the entity, and legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Ron L. Beaulieu & Co.

Portland, Maine
February 28, 2014

SOUTHWESTERN COMMUNITY SERVICES, INC.
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED MAY 31, 2013

2013-1 Inventory – Work in Process

Condition: Control systems did not prevent, or detect and correct a material misstatement that was identified by the auditor. Specifically, management did not account for inventory properly as an asset.

Criteria: Per Generally Accepted Accounting Principles, FASB *Accounting Standards Codification* 330-10-30-1, Inventory Cost, as applied to inventories, cost means the sum of applicable expenditures and charges directly or indirectly incurred in bringing an article to its existing condition and location.

Cause: Error in applying Generally Accepted Accounting Principles.

Effect: A material correcting journal entry was proposed by the auditor to increase inventory and decrease expenses.

Recommendation: Review the criteria above and incorporate it into the accounting process.

Response: Agree

Action Taken: We will review and incorporate into its accounting process FASB Accounting Standards Codification 330-10-30-1.

2013-2 Various asset, liability, and equity accounts

Condition: Control systems did not prevent, or detect and correct material misstatements that were identified by the auditor. Specifically, management did not reconcile various asset, liability, and equity accounts.

Criteria: Best accounting practices.

Cause: The Internal Control Document does not require reconciliations of accounts outside of cash, accounts receivable, and accounts payable.

Effect: Various material adjustments were proposed by the auditor to increase and decrease various asset, liability, and equity accounts.

Recommendation: Implement a policy that requires the Chief Financial Officer or Fiscal Director to reconcile the accounts outside of cash, accounts receivable, and accounts payable, at least, at year end.

Response: Agree

Action Taken: The CFO and/or Fiscal Director will bring to the Audit Committee of the Board of Directors the current Internal Control Document for review with a recommendation to implement a policy for reconciliations of accounts outside of cash, accounts receivable and accounts payable, at least, at year end.

Southwestern Community Services, Inc. Board of Directors - 2014 -

Elaine Amer/*Clerk/Treasurer*

[REDACTED]

Dave Edkins

[REDACTED]

David Hill

[REDACTED]

Leroy Austin

[REDACTED]

Beth Fox

[REDACTED]

Mary Lou Huffling

[REDACTED]

Anne Beattie

[REDACTED]

Raymond Gagnon

[REDACTED]

Peter (Sturdy) Thomas

[REDACTED]

Scott Croteau/*Vice Chairperson*

[REDACTED]

Senator Molly Kelly

[REDACTED]

Vacant

Penny Despres

[REDACTED]
n/a

Louis Gendron

[REDACTED]

Cathy Paradis

[REDACTED]

Daisy Heath

[REDACTED]

Jessie Levine

[REDACTED]

Kevin Watterson/*Chairperson*

[REDACTED]

Laurie J. Tyler

Qualifications

Successful fundraising and grant writing skills
Managing multiple Housing Units and Programs
Twenty years experience in leadership and administration
Strong written and oral communication ability
Strong work ethic and a self-driven passion for the cause

Professional Experience

Director of Homeless Services Program Development December 2000 – present
Southwestern Community Services, Inc., Keene, NH

- Directed and maintained staff of 16 employees and volunteers while overseeing six homeless shelters with 140+ beds within two counties. Assure quality of services provided for up to 500 Homeless individuals/families with shelter and/or voucher programs.
- Grant writing for programs such as LTTHP, SCLTTHP, EHS, SSVF, Rapid Re-housing S+C, etc. Have been awarded more than \$2.5mil in Grants that are renewed via competitive proposals.
- Brick & Mortar Federal Grants for Construction/Acquisitions Monies. Awarded more than \$2.3mil in monies for Shelter, PHP and 2ND Chance Programs.
- Fund Raising Charitable Contributions. Worked with business and agencies (FEMA, PSNH, Monadnock United Way, Walmart, Sprinkler Funds and Private Donors) to receive in excess of \$130k in miscellaneous awards and private donations.
- Experienced with Grants that are renewed via competitive proposals, fundraising programs and compliance reporting (to include private/public foundations, local/state/federal government)
- Assure compliance with Federal, State, Local, legal and funding requirements. Participate in Community/Professional Networking events including conference trainings and public speaking.

Administrative Assistant/Assistant Office Manager May 1995 – Jan 2001
Monadnock Area Psychotherapy & Spirituality Services, Keene, NH

- Manage office staff and maintenance employees. Coordinate and manage efficient procedures for successful office operations and client intake and assignment administration
- Monitor cash flow by managing accounts receivable and accounts payable.
- Establish and maintain successful billing and tracking system. Prepare and analyze monthly and yearly financial statements to include yearly budget preparation.

Office Manager 1988-1995
Khouw & Post Professional Association, Keene, NH

- Prepared and analyzed monthly and yearly financial statements. Monitored cash flow by managing accounts receivable and accounts payable.
- Trained and supervised clerical staff. Managed and monitored personnel policies and benefits.

Education

- Bachelor of Science, Management, Franklin Pierce College, Keene, NH
 - 3.68 G.P.A., Magna Cum Laude, Management Departmental Honors
- Giving Monadnock Non-Profit Fundraising Institute, Antioch College, Keene, NH
 - Certification on stimulating, promoting, and inspiring an increased level of philanthropy.
- Leadership Development Training, Tad Dwyer, Keene, NH

Other

- Experienced with both IBM PC's and Macintosh Computers with proficiencies in MS Word, Quickbooks, and Excel.
- Annual trainings in CPI, Blood borne Pathogens, Mental Health, Substance Abuse, Brain Injuries, Military Culture, Housing 101, Case Management, etc.
- Published article in college science textbook.

John A. Manning

Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

Experience

2014 Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Responsible for overall supervision, management, monitoring and fiscal review of Community Action Agency social service programs providing services to low-income, elderly, and handicapped residents of Sullivan and Cheshire Counties, New Hampshire.

1990–2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients.

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

1971–1975 University of Mass. Amherst, Ma.
B.S. Business Administration in Accounting

Education

American Institute of Certified Public Accountants

Organizations

NH Society of Certified Public Accountants

Contractor Name: Southwestern Community Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Manning	CEO	\$119,642	0	0
Laurie Tyler	Director of Housing Stabilization	\$ 51,543	0	0

SM



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

NH
28
3-26-14

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

March 4, 2014

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

RETROACTIVE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$270,816 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Greater Nashua Council on Alcoholism	166574-B001	Nashua	\$18,105
Harbor Homes, Inc.	155358-B001	Nashua	\$41,534
Nashua Soup Kitchen and Shelter, Inc	174173-R001	Nashua	\$42,557
New Horizons for New Hampshire, Inc.	175227-R001	Manchester	\$41,319
The Bridge House, Inc.	165288-B001	Plymouth	\$30,062
The Friends Program, Inc.	154987-B001	Concord	\$35,964
Southwestern Community Services, Inc.	177511-B001	Keene	\$61,275
		Total	\$270,816

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The NH Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 7 of 14 retroactive agreements and represents \$270,816 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds provided to New Hampshire by the U.S. Department of Housing and Urban Development. The vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The Department of Housing and Urban Development historically announces funding levels in the late spring of each federal fiscal year. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information.

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, which will increase statewide on local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

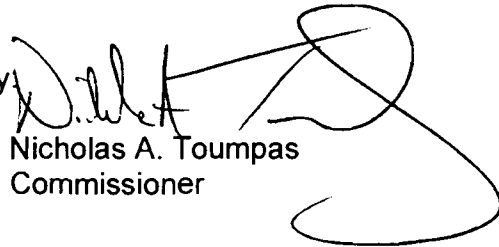
In the event that Federal funds became no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

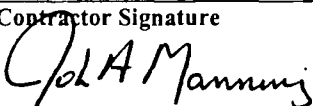
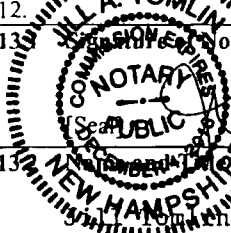
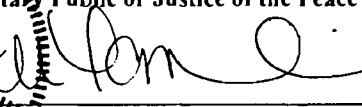
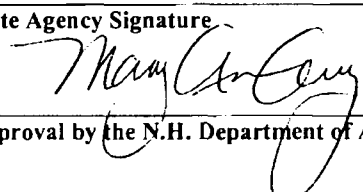

Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way Keene, NH 03431-0603	
1.5 Contractor Phone Number (603) 352-7512	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$61,275.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John A. Manning Acting, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>2/19/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13 Notary Public or Justice of the Peace  			
1.13 Notary or Justice of the Peace William A. Tomlin, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

Contractor Initials: Jm
Date: 2/19/11

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: JM
Date: 2/19/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



SCOPE OF SERVICES

Emergency Solutions Grant

1. CONDITIONAL NATURE OF AGREEMENT

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. PROVISIONS APPLICABLE TO ALL SERVICES:

- 2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.
- 2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.6 Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

3. SERVICES:

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



Exhibit A

- 3.1 Emergency Solutions Grant Program, 24 CFR part 576
- 3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:
- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
 - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
 - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

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12/19/14



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A –
Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made
available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable
Federal Funds:
CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Total Amount Emergency Solutions Grant Program;
2014: not to exceed \$61,275.00
Funds allocation under this agreement for Emergency Solutions Grant Program;
Operating expenses: \$26,522.00
Prevention expenses: \$34,753.00
Total program amount: \$61,275.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory
completion of the services to be performed under this Agreement, the State agrees to fund
the Contractor for operations, supportive services, leasing and administration utilizing funds
provided through the U.S. Department of Housing and Urban Development (HUD)
Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports
which identify the status of the Services performed, the outlook for completion of the
remaining services prior to the Completion Date and the changes, if any, which need to
be made to the services, shall be submitted by the 15th of the month following the end
of each six month period on forms supplied by the State.
- 2.2. 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.
- 2.3. 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



Exhibit B

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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to

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2/19/14

New Hampshire Department of Health and Human Services
 Emergency Solutions Grant



Exhibit B

incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Emergency Solutions Grant

EXPENSE BUDGET for 2014:

EXPENSE ITEM	Federal McKinney Funds	Match
Operations	\$26,522.00	\$26,522.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
Prevention/Intervention	\$34,753.00	\$34,753.00
<i>Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness</i>		
TOTALS	\$61,275.00	\$61,275.00
TOTAL Federal+Match	\$122,550.00	

JM
 Date 2/19/14



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 fundors 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 fundors, 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.

New Hampshire Department of Health and Human Services
Exhibit C



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. **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

Jm
Date 2/19/14



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



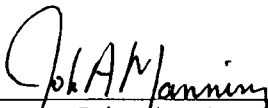
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: Southwestern Community Services, Inc.

2/19/14
Date


Name: John A. Manning
Title: Acting Chief Executive Officer

**Emergency Solutions Grant Program
Amendment # 1**



**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Friend's Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 30 Thompson Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 26, 2014 (Item #28), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7927-102-500731-42306010
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$53,946
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**Emergency Solutions Grant Program
Amendment # 1**

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

11/12/14
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

The Friend's Program, Inc.

10/8/14
Date

JEROME K. MOORE
Name: JEROME K. MOORE
Title: EXECUTIVE DIRECTOR

Acknowledgement:

State of New Hampshire, County of Merrimack on October 8, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

S. Cassidy-Lyon
Name and Title of Notary or Justice of the Peace





**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date

Megan A. Fay
Name: Megan A. Fay
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Amendment # 1 Exhibit B

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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

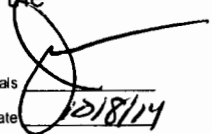
3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the


10/18/14



Amendment # 1 Exhibit B

Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Emergency Solutions Grant

EXPENSE BUDGET for SFY 2014 and SFY 2015:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$53,946	\$53,946
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$53,946	\$53,946
TOTAL Federal+Match	\$107,892	


10/8/14



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;

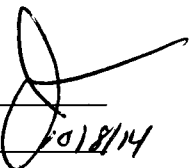

Date 05/01/14



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

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

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


Date 6/28/14



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

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

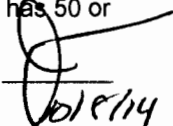
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the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

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

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

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

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


Date 06/18/14



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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


Date 10/8/14



- 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.

Contractor Initials 
Date 10/8/14



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; and


Date 10/18/14



**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.

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


10/8/14

New Hampshire Department of Health and Human Services
Exhibit G



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: The Friend's Program, Inc.

10/8/14

Date

Name:
Title:

JELONE K. NMOON
EXECUTIVE DIRECTOR

Contractor Initials

Date

10/8/14

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of September A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Friends Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on October 8, 2014 :
(Date)

RESOLVED: That the Jerome K. Madden, 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 8 day of October, 2014.
(Date Contract Signed)

4. Jerome K. Madden is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

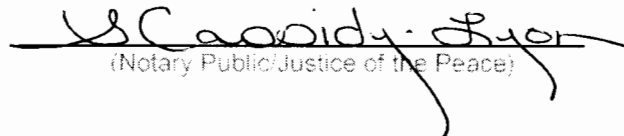

(Signature of the Elected Officer)

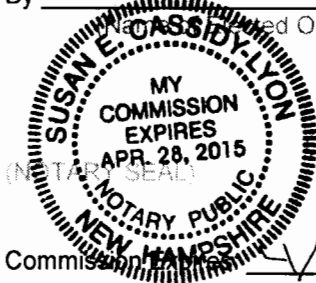
STATE OF NEW HAMPSHIRE

County of Merriamck

The forgoing instrument was acknowledged before me this 8 day of October, 2014.

By Joanne Gaganon, President
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2014

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 14/15 Certificate **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ZDV8880567	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ Included	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		JHV888056804	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0095888-06 3A States: NH Excluded Officer: Board of Directors	08/13/2014	08/13/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3852	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Susan Gilman/SJG <i>Susan Gilman</i>

Friends Program

Our Mission

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

Our Values

Respect and Dignity
Creating Connections
Human Potential
Excellence

Our Commitments

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

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

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

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

THE FRIENDS PROGRAM, INC.

**Financial Statements
and
Independent Auditors' Report**

As of and for the Years Ended
September 30, 2013 and 2012

Friends Program
FOUR PROGRAMS · ONE MISSION

THE FRIENDS PROGRAM, INC.

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As of and for the Years Ended September 30, 2013 and 2012

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

Independent Auditors' Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of The Friends Program, Inc. which comprise the statements of financial position as of September 30, 2013 and 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Friends Program, Inc. as of September 30, 2013 and 2012, and the results of its activities, changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplementary Statements of Activities for the years ended June 30, 2013 and 2012 are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Other Legal and Regulatory Requirements

In accordance with *Government Auditing Standards*, we have also issued our report dated November 13, 2013 on our consideration of The Friends Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Tyler, Lemus and St. Severe, CPAs, P.C.

Lebanon, New Hampshire
November 13, 2013

THE FRIENDS PROGRAM, INC.
Statements of Financial Position
As of September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Assets		
Current assets		
Cash	\$ 321,249	\$ 509,340
Other receivables	155,714	25,221
Prepaid expenses	20,077	19,135
Total current assets	<u>497,040</u>	<u>553,696</u>
Property and equipment, at cost		
Land	37,800	37,800
Buildings	237,633	237,633
Building improvements	439,525	439,525
Furniture, fixtures and equipment	75,898	75,898
	<u>790,856</u>	<u>790,856</u>
LESS: Accumulated depreciation	540,449	511,247
Net property and equipment	<u>250,407</u>	<u>279,609</u>
Investments (board designated)	<u>363,402</u>	<u>326,168</u>
Total assets	<u>\$ 1,110,849</u>	<u>\$ 1,159,473</u>
Liabilities		
Current liabilities		
Accounts payable	\$ 1,756	\$ 3,523
Accrued payroll and related taxes	49,206	51,219
Other accrued liabilities	35,049	27,564
Deferred revenue	20,713	26,133
Current portion of long-term debt	5,667	151,138
Total current liabilities	<u>112,391</u>	<u>259,577</u>
Long-term debt, less current portion shown above	<u>43,002</u>	<u>50,903</u>
Total liabilities	<u>155,393</u>	<u>310,480</u>
Commitments and contingencies	-	-
Unrestricted net assets		
Undesignated	592,054	522,825
Board designated	363,402	326,168
Total unrestricted net assets	<u>955,456</u>	<u>848,993</u>
Total liabilities and net assets	<u>\$ 1,110,849</u>	<u>\$ 1,159,473</u>

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

THE FRIENDS PROGRAM, INC.
Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Support and revenue		
Government grants		
Federal	\$ 833,177	\$ 809,694
State	167,779	166,118
United Way	160,757	192,527
Town and county income	133,542	115,867
Other grants	26,500	50,000
Contributions	483,029	446,930
Other revenue	1,500	3,900
Investment income	37,700	49,018
Total support and revenue	<u>1,843,984</u>	<u>1,834,054</u>
Expenses		
Program services		
Youth Mentoring	233,168	214,993
Emergency Housing	344,793	348,142
Foster Grandparents	816,719	833,567
Retired Senior Volunteers	280,299	236,799
Total program services	<u>1,674,979</u>	<u>1,633,501</u>
Support services		
Admin	<u>210,248</u>	<u>169,267</u>
Total expenses	<u>1,885,227</u>	<u>1,802,768</u>
Income (loss) from operations	<u>(41,243)</u>	<u>31,286</u>
Non-operating income		
Forgiveness of debt	<u>147,706</u>	<u>2,235</u>
Total non-operating income	<u>147,706</u>	<u>2,235</u>
Change in net assets	106,463	33,521
Net assets, beginning of year	<u>848,993</u>	<u>815,472</u>
Net assets, end of year	<u>\$ 955,456</u>	<u>\$ 848,993</u>

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

THE FRIENDS PROGRAM, INC.
Statements of Cash Flows
For the Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ 106,463	\$ 33,521
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation	29,202	33,224
Unrealized gain on investments	(27,168)	(25,473)
Forgiveness of debt	(147,706)	(2,235)
(Increase) decrease in the following assets:		
Other receivables	(130,493)	53,617
Pledges receivable	-	2,250
Prepaid expenses	(942)	(5,367)
Increase (decrease) in the following liabilities:		
Accounts payable	(1,767)	(3,204)
Accrued payroll and related taxes	(2,013)	(11,178)
Other accrued liabilities	7,486	3,394
Deferred revenue	(5,420)	4,786
Net cash provided by (used in) operating activities	<u>(172,358)</u>	<u>83,335</u>
Cash flows from investing activities		
Purchase of investments	(10,066)	(22,435)
Net cash used in investing activities	<u>(10,066)</u>	<u>(22,435)</u>
Cash flows from financing activities		
Repayment of long-term debt	(5,667)	(5,667)
Net cash used in financing activities	<u>(5,667)</u>	<u>(5,667)</u>
Net increase (decrease) in cash	(188,091)	55,233
Cash, beginning of year	<u>509,340</u>	<u>454,107</u>
Cash, end of year	<u>\$ 321,249</u>	<u>\$ 509,340</u>

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

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

1. Summary of Significant Accounting Policies:

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

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

Emergency Housing – short-term housing for homeless families.

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

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

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

Unrestricted Net Assets – include the following:

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

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

Temporarily Restricted Net Assets – Include gifts for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donation. Contributions are recorded as unrestricted revenue and support of the current year to the extent that current year expenditures, consistent with the donor restrictions, have been incurred. There were no temporarily restricted net assets as of September 30, 2013 and 2012.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of September 30, 2013 and 2012.

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

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

1. Summary of Significant Accounting Policies (continued):

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Equipment under capital leases is amortized on the straight-line method over the life of the capital lease. Such amortization is included in depreciation in the financial statements. Depreciation expense for the years ended September 30, 2013 and 2012 was \$29,202 and \$33,224, respectively.

Estimated useful lives are as follows:

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

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors. As of September 30, 2013 and 2012, the Organization found no reason for impairment of any assets.

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

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

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

Cash and Cash Equivalents – Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation. As of September 30, 2013, the Organization had no cash equivalents.

Advertising – Advertising costs are charged to operations when incurred.

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

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

1. Summary of Significant Accounting Policies (continued):

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

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

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

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

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

Reclassifications – Certain reclassifications have been made to the 2012 financial statements to conform to the current year presentation.

Recent Accounting Pronouncements – In October 2012, the FASB issued Accounting Standards Update (ASU) No. 2012-05, *Statement of Cash Flows (Topic 230): Not-for-Profit Entities: Classification of the Sale Proceeds of Donated Financial Assets in the Statement of Cash Flows*. The amendments in this ASU require a not-for-profit entity (NFP) to classify cash receipts from the sale of donated financial assets consistently with cash donations received in the statement of cash flows if those cash receipts were from the sale of donated financial assets that upon receipt were directed without any NFP-imposed limitations for sale and were converted nearly immediately into cash. Accordingly, the cash receipts from the sale of those financial assets should be classified as cash inflows from operating activities, unless the donor restricted the use of the contributed resources to long-term purposes, in which case those cash receipts should be classified as cash flows from financing activities. Otherwise, cash receipts from the sale of donated financial assets should be classified as cash flows from investing activities by the NFP.

The amendments in the ASU are effective prospectively for fiscal years, and interim fiscal periods within those years, beginning after June 15, 2013. Retrospective application to all periods presented upon the date of adoption is permitted. Early adoption from the beginning of the fiscal year of adoption is permitted.

In February 2013, the FASB issued clarification ASU No. 2013-03, *Financial Instruments (Topic 825): Clarifying the Scope and Applicability of a Particular Disclosure for Nonpublic Entities*. The amendment clarifies the scope and applicability of a disclosure exemption that resulted from the issuance of Accounting Standards Update No. 2011-04, *Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs*. The amendment clarifies that the requirement to disclose the level of the fair value hierarchy within which the fair value measurements are categorized in their entirety (Level 1, 2 or 3) does not apply to nonpublic entities for items that are not measured at fair value in the statement of financial position, but for which fair value is disclosed.

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

1. Summary of Significant Accounting Policies (continued):

In April 2013, the FASB issued Accounting Standards Update (ASU) No. 2013-06, *Not-for-Profit Entities (Topic 958) - Services Received from Personnel of an Affiliate*. The objective of the amendments in this ASU is to specify the guidance that the NFP apply for recognizing and measuring services received from personnel of an affiliate. More specifically, the amendments in this ASU apply to the NFP that receive services from personnel of an affiliate that directly benefit the recipient NFP and for which the affiliate does not charge the recipient NFP.

The amendments in this ASU require a recipient NFP to recognize all services received from personnel of an affiliate that directly benefit the recipient NFP. Those services should be measured at the cost recognized by the affiliate for the personnel providing those services. However, if measuring a service received from personnel of an affiliate at cost will significantly overstate or understate the value of the service received, the recipient NFP may elect to recognize that service received at either: (a) the cost recognized by the affiliate for the personnel providing that service or; (b) the fair value of that service.

The amendments in this ASU are effective prospectively for fiscal years beginning after June 15, 2014, and interim and annual periods thereafter. A recipient NFP may apply the amendments using a modified retrospective approach under which all prior periods presented upon the date should be adjusted, but no adjustment should be made to the beginning balance of net assets of the earliest period presented. Early adoption is permitted.

2. Other Receivables:

Other receivables consisted of the following at September 30:

	<u>2013</u>	<u>2012</u>
Town	\$ 1,000	\$ 550
Grants	<u>154,714</u>	<u>24,671</u>
Total other receivables	\$ <u>155,714</u>	\$ <u>25,221</u>

3. Line of Credit:

The Organization has available a \$150,000 revolving line of credit with a local bank, due upon demand. The credit line is secured by all assets. Bank advances on the credit line are payable on demand and carry an interest rate at Wall Street Journal prime (3.25% at September 30, 2013). There was no outstanding balance at September 30, 2013 and 2012.

4. Fair Value of Financial Instruments:

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

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

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

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

4. Fair Value of Financial Instruments (continued):

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

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

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

	<u>2013</u>	<u>2012</u>
Investment return:		
Income on investments whose use is board designated	\$ 10,066	\$ 22,435
Unrealized gain on investments, net	<u>27,168</u>	<u>25,473</u>
	<u>\$ 37,234</u>	<u>\$ 47,908</u>

Investments consisted of the following as of September 30:

	<u>2013</u>		<u>2012</u>	
	<u>COST</u>	<u>MARKET</u>	<u>COST</u>	<u>MARKET</u>
Cash and cash equivalents	\$ -	\$ -	\$ 382	\$ 382
Mutual funds:				
U.S. Bond Fund	54,396	59,849	53,038	60,718
U.S. Growth & Income Funds	231,315	242,652	223,225	214,574
International Growth & Income Fund	<u>51,660</u>	<u>60,901</u>	<u>50,202</u>	<u>50,494</u>
	<u>\$ 337,371</u>	<u>\$ 363,402</u>	<u>\$ 326,847</u>	<u>\$ 326,168</u>

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

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

- Level I – Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments in Level I include listed equities held in the name of the Organization, and exclude listed equities and other securities held indirectly through commingled funds.
- Level II – Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

4. Fair Value of Financial Instruments (continued):

- Level III – Pricing inputs are unobservable for the investment and includes situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. Judgment about inputs into the determination of fair value shall be developed based on the best information available in the circumstances.

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

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

5. Long-Term Debt:

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

	<u>2013</u>	<u>2012</u>
Note payable – City of Concord, interest at 0%, payable in monthly installments of \$472.22, due December 2017, secured by property at 30 Thompson St.	\$ 24,084	\$ 29,750
Note payable – New Hampshire Housing Finance Authority with payments deferred until July 1, 2013, secured by property. The loan was forgiven during 2013.	-	145,471
Note payable – City of Concord, with payments deferred until July 31, 2024, secured by property, principal reduction of 5% annually without payment. If the project does not meet certain covenants during the loan term, the remaining loan balance is payable in full The note is secured by property at 30 Thompson St.	<u>24,585</u>	<u>26,820</u>
	48,669	202,041
LESS: Current portion	<u>5,667</u>	<u>151,138</u>
	\$ <u>43,002</u>	\$ <u>50,903</u>

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

5. Long-Term Debt (continued):

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

2014 (included in current liabilities)	\$	5,667
2015		5,667
2016		5,667
2017		5,667
2018		1,417
Thereafter		<u>24,584</u>
	\$	<u>48,669</u>

As part of the note payable agreement with the New Hampshire Housing Finance Authority and for remaining in compliance with all of the terms of the agreement, the remaining amount of \$145,471 of the debt was forgiven for the year ended September 30, 2013. As part of the note payable agreement with the City of Concord, 5% of the original principal balance was reduced without payment, in the amount of \$2,235 for the years ended September 30, 2013 and 2012.

6. Deferred Revenue:

Deferred revenue consisted of the following at September 30:

	<u>2013</u>	<u>2012</u>
Town	\$ -	\$ 6,092
Grants	<u>20,713</u>	<u>20,041</u>
Total deferred revenue	\$ <u>20,713</u>	\$ <u>26,133</u>

7. Economic Dependency:

The Organization received approximately 43% of its total support for the year ended September 30, 2013 from the Corporation for National and Community Service.

8. Commitments and Contingencies:

Operating Leases – The Organization leases office space under various operating leases with third parties. Building rent under these leases was \$47,700 and \$45,948 for the years ended September 30, 2013 and 2012, respectively.

THE FRIENDS PROGRAM, INC.

Notes to Financial Statements

As of and for the Years Ended September 30, 2013 and 2012

8. Commitments and Contingencies (continued):

Minimum future lease payments for the spaces as of September 30, 2013 for the remaining lease terms are as follows:

2014	\$ 49,500
2015	51,300
2016	<u>26,100</u>
	\$ <u>126,900</u>

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

9. Subsequent Events:

The Organization has reviewed events occurring after September 30, 2013 through November 13, 2013, the date the board of trustees accepted the final draft of the financial statements and made them available to be issued. The Organization does not believe that any events requiring recognition or disclosure have occurred between the period of September 30, 2013 and the report date, November 13, 2013.

Supplemental Schedules

THE FRIENDS PROGRAM, INC.
Supplementary Statement of Activities
For the Year Ended September 30, 2013

Revenue	Youth Mentoring	Emergency Housing	Foster Grandparents	Retired Senior Volunteers	Admin	Total
Government grants	\$ -	\$ 35,964	\$ 660,374	\$ 136,839	\$ -	\$ 833,177
Federal	-	167,779	-	-	-	167,779
State	-	63,860	33,873	6,234	10,775	160,757
United Way	46,015	57,000	-	51,542	-	133,542
Town and county income	25,000	5,000	-	13,500	5,000	26,500
Other grants	3,000	25,992	122,818	71,836	160,230	483,029
Contributions	102,153	-	-	1,500	-	1,500
Other revenue	-	-	-	-	37,700	37,700
Investment income	-	-	-	-	-	-
Allocation of indirect revenue	16,412	47,122	115,679	34,492	(213,705)	-
Supporting services	192,580	402,717	932,744	315,943	-	1,843,984
Total revenue						
Expenses						
Payroll						
Salaries and wages	131,874	222,292	173,881	149,958	46,992	724,997
Employee benefits	23,755	23,748	47,883	24,389	10,210	129,985
Payroll taxes	9,402	16,463	12,009	10,820	3,662	52,356
Other						
Professional fees and contracts	3,112	4,195	11,987	3,235	7,960	30,489
Supplies	2,593	1,812	1,371	2,426	10,711	18,913
Telephone	699	2,875	1,006	811	1,293	6,684
Postage and printing	1,957	68	2,476	1,829	5,812	12,142
Occupancy	10,071	32,029	14,428	11,686	17,942	86,156
Local transportation	2,045	555	6,595	6,790	210	16,195
Dues and subscriptions	95	-	125	125	2,203	2,548
Fundraising	11,033	-	-	-	33,917	44,950
Repairs and maintenance	900	1,200	150	150	7,281	9,681
Insurance	-	1,300	-	-	16,039	17,339
Recognition expenses	626	-	2,937	1,047	886	5,496
Advertising	164	451	-	466	515	1,596
Conferences	-	-	1,423	-	-	1,423
Staff development	117	925	-	383	408	1,833
In-kind expenses	32,935	14,325	122,492	62,685	39,038	271,475
Volunteer expenses	790	75	26,475	3,499	-	30,839
Stipends	-	-	390,928	-	-	390,928
Depreciation	1,000	22,480	553	-	5,169	29,202
Allocation of indirect costs	-	-	-	-	-	-
Support services	26,196	43,060	108,951	32,041	(210,248)	-
Total expenses	259,364	387,853	925,670	312,340	-	1,885,227
Net income (loss) from activities	\$ (66,784)	\$ 14,864	\$ 7,074	\$ 3,603	\$ -	\$ (41,243)

THE FRIENDS PROGRAM, INC.
Supplementary Statement of Activities
For the Year Ended September 30, 2012

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

THE FRIENDS PROGRAM, INC.
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2013

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Revenue Recognized	Disbursements/ Expenditures
<u>CORPORATION FOR NATIONAL AND COMMUNITY SERVICE</u>			
Foster Grandparent Program	94.011	\$ 660,286	\$ 660,286
Retired and Senior Volunteer Program	94.002	<u>136,839</u>	<u>136,839</u>
TOTAL CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		<u>797,125</u>	<u>797,125</u>
<u>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u>			
Passed through New Hampshire Department of Health and Human Services:			
Supportive Housing Program	14.235	<u>35,964</u>	<u>35,964</u>
TOTAL FEDERAL AWARDS		<u>\$ 833,089</u>	<u>\$ 833,089</u>

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

THE FRIENDS PROGRAM, INC.
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2013

1. Basis of Presentation:

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of The Friends Program, Inc. under programs of the federal government for the year ended September 30, 2013. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of The Friends Program, Inc., it is not intended to and does not present the financial position, changes in net assets or cash flows of The Friends Program, Inc.

2. Summary of Significant Accounting Policies:

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



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

Report 1

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Friends Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2013, and the related statement of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 13, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Friends Program, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Friends Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of The Friends Program, Inc.'s internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

Compliance and Other Matters

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

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 13, 2013



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

Report 2

**Independent Auditors' Report on Compliance for Each
Major Federal Program and on Internal Control Over Compliance
Required by *OMB Circular A-133***

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

Report on Compliance for Each Major Federal Program

We have audited The Friends Program, Inc.'s (a nonprofit organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on The Friends Program, Inc.'s major federal program for the year ended September 30, 2013. The Friends Program, Inc.'s major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for The Friends Program, Inc.'s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and *OMB Circular A-133* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about The Friends Program, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of The Friends Program, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, The Friends Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2013.

**Independent Auditors' Report on Compliance for Each
Major Program and on Internal Control Over Compliance
Required by OMB Circular A-133 (continued)**

Report on Internal Control Over Compliance

Management of The Friends Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered The Friends Program, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of The Friends Program, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

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

Lebanon, New Hampshire
November 13, 2013

THE FRIENDS PROGRAM, INC.
Schedule of Findings and Questioned Costs (continued)
For the Year Ended September 30, 2013

Section I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ Yes X No
- Significant deficiency(ies) identified that are
Not considered to be material weakness(es)? _____ Yes X None reported
- Noncompliance material to financial statements noted? _____ Yes X No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ Yes X No
- Significant deficiency(ies) identified that are
Not considered to be material weakness(es)? _____ Yes X No

Type of auditors' report issued on compliance for major programs: Unmodified

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

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
94.011	Foster Grandparent Program

Dollar threshold used to distinguish
Between Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee? X Yes _____ No

Section II - Financial Statement Findings

There were no findings related to the financial statements which are required to be reported in accordance with generally accepted government auditing standards (GAGAS).

Section III - Federal Award Findings and Questioned Costs

There were no findings and questioned costs for Federal awards (as defined in Section .510(a) of the Circular) that are required to be reported.

THE FRIENDS PROGRAM, INC.
Schedule of Findings and Questioned Costs (continued)
For the Year Ended September 30, 2013

Section IV - Prior Year Audit Findings

2012-1 Criteria – The auditee must follow its written policy and ensure that each foster grandparent has a current certification of fitness and annual income eligibility review in their files.

Condition – The auditee follows its written policy and ensures that each foster grandparent has a current certification of fitness and annual income eligibility review in their files.

FRIENDS PROGRAM
FY15 BOARD OF TRUSTEES

Steve Arndt
Keith Burbank, Treasurer
Janet Corkum
Robert Couch
Kate Daniels
Matt D'Amore
Allen Desbiens
Catherine Devaney
Kaleena Hyrcuna-Guzman
Joanne Gagnon, President
Michael G. Gfroerer, Vice President
Elizabeth McCormack, Secretary
Tim McGinley
Sue O'Connor
Donna Rice
Jodi Roos
Myles Tarbell
Kimberly Yarlott
Vacant
Vacant

CURRICULUM VITAE

Jerome K. Madden

EDUCATION:

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

PROFESSIONAL EXPERIENCE:

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

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

SPECIAL TRAINING:

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

AWARDS:

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

BOARDS/COMMITTEES/ASSOCIATIONS:

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

Arolyn A. King

OBJECTIVE

To obtain a position in the Human Services Field

SKILLS PROFILE

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

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

EMPLOYMENT HISTORY

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

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

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

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

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

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

EDUCATION

Diploma 2000

Canaan Memorial Schools

College:

UMaine/Presque Isle

200-2002/Park Management and Natural Resources

Lorrie Scandalis

[REDACTED]

[REDACTED]

Objective: To continue working in my present capacity, utilizing my communication, training, and people skills.

Education

1995-1996: Computer Technical School, Associates in Computer Software, repair, Programming, and Network.

1986-1988: Franklin Peirce College, Business Management

Employment

2012 – Present: Friends Emergency Housing – Program Coordinator

Responsible for case management, house maintenance, client services and interactions, reports, documentation, community relations, staff trainings.

2011 – 2012 – Outfitters Boutique – Associate

Responsible for customer services, receiving donations, sorting, loading and unloading of furniture.

2008: Franklin Career Academy – Technology Instructor, Office Secretary.

Responsible for supervision of students, course planning, reporting to DOE, preparing and reporting of budget reports to board meetings, inventory, and assisting with permanent closing of school.

2005-2006: Premium Gas, Convenient Store/gas station – Owner/Operator

Responsible for overall operations of business; including payroll, budgeting, ordering, scheduling, accounting, customer service.

1999 – 2000: Crotched Mountain Residential – Program Coordinator

Responsible for budgeting, scheduling, payroll, supervision of 10 staff, house maintenance, direct care of residents, hiring, working closely with residential nurse, client physicians, and families/guardians to ensure best medical care.

1990 -1999 Mentor – Program Coordinator (Company's contract was taken over by Crotched Mountain. My position stayed the same, but I transferred employer).

Responsible for budgeting, scheduling, payroll, supervision of 10 staff, house maintenance, direct care of residents, hiring, working closely with residential nurse, client physicians, and families/guardians to ensure best medical care.

Volunteer Work

Volunteered as Assistant Computer Instructor –Franklin Middle School.

Years of PTA,PTO, and other school committee/classroom involvement.

Served on a Committee designated to hire Franklin School District Administration.

Years of service to Youth T-ball/baseball.

Brooke E. Noonan

Summary of qualifications

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

Work History

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

Responsibilities include:

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

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

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

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

Responsibilities included:

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

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

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

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

Education

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

Volunteerism

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

References

Kelly Fuller, MSW



Sue Withers



Angela Sepela, Development Director



The Friends Emergency Housing Program

Key Personnel (9.12.14)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jerome Madden	Executive Director	\$87,113	0%	\$0
Arolyn King	Program Director	\$45,000	0%	\$0
Lorrie Scandalis	Program Coordinator	\$33,669	0%	\$0
Brooke Noonan	P/T Case Manager	\$33,103	0%	\$0

SM



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

NH
28
3-26-14

March 4, 2014

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

RETROACTIVE

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$270,816 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Greater Nashua Council on Alcoholism	166574-B001	Nashua	\$18,105
Harbor Homes, Inc.	155358-B001	Nashua	\$41,534
Nashua Soup Kitchen and Shelter, Inc	174173-R001	Nashua	\$42,557
New Horizons for New Hampshire, Inc.	175227-R001	Manchester	\$41,319
The Bridge House, Inc.	165288-B001	Plymouth	\$30,062
The Friends Program, Inc.	154987-B001	Concord	\$35,964
Southwestern Community Services, Inc.	177511-B001	Keene	\$61,275
		Total	\$270,816

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The NH Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 7 of 14 retroactive agreements and represents \$270,816 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds provided to New Hampshire by the U.S. Department of Housing and Urban Development. The vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The Department of Housing and Urban Development historically announces funding levels in the late spring of each federal fiscal year. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information.

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, which will increase statewide on local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

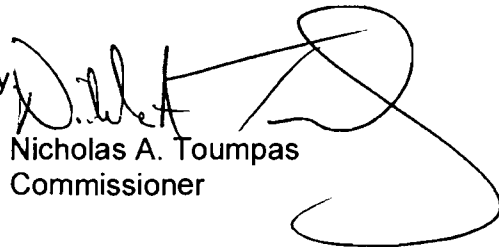
In the event that Federal funds became no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum-of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

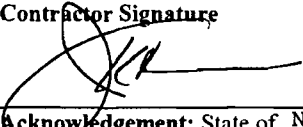
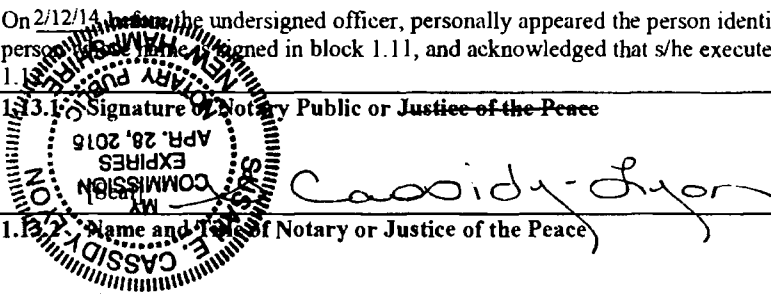
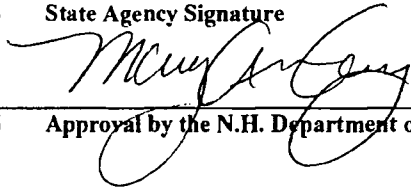
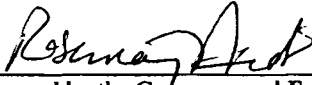
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Friends Program, Inc.		1.4 Contractor Address 30 Thompson Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-1193	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$35,964.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jerome K. Madden, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On 2/12/14 before me the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person identified in block 1.12, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace E. Cassidy-Lyon			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3-7-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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


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

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

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

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

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

Contractor Initials: 
Date: 2/12/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: _____

Date: _____

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: _____
Date: _____




SCOPE OF SERVICES

Emergency Solutions Grant

1. CONDITIONAL NATURE OF AGREEMENT

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. PROVISIONS APPLICABLE TO ALL SERVICES:

- 2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.
- 2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.6 Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

3. SERVICES:

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


Date 01/12/14

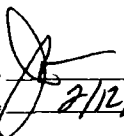


Exhibit A

3.1 Emergency Solutions Grant Program, 24 CFR part 576

3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.


2/12/14



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$35,964.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$35,964.00

Total program amount: \$35,964.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

2.2. 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.

2.3. 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.

Date 8/12/14



Exhibit B

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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

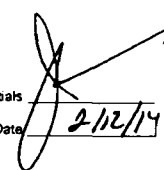

8/12/14



Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$35,964.00	\$35,964.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$35,964.00	\$35,964.00
TOTAL Federal+Match	\$71,928.00	


2/12/14



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 fundors 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 fundors, 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;

Exhibit C – Special Provisions

Contractor Initials

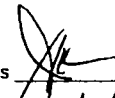
Date



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

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

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


Date 8/12/14



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.

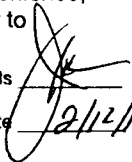
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the 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. **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


Date 2/12/14



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

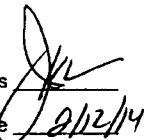
PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth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


Date 2/12/14



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.

[Handwritten Signature]
Date 08/2/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name:

2/12/14
Date

Jerome K. Madden, Executive Director

Name:
Title:

Contractor Initials [Signature]
Date 2/12/14



**Emergency Solutions Grant Program
Amendment # 1**

**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Salvation Army (McKenna House) (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 100 South Fruit Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 9, 2014 (Item #43), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7927-102-500731-42306010
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$59,026.50
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



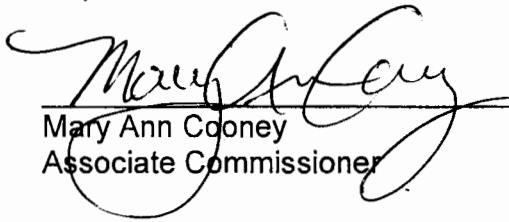
**Emergency Solutions Grant Program
Amendment # 1**

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,

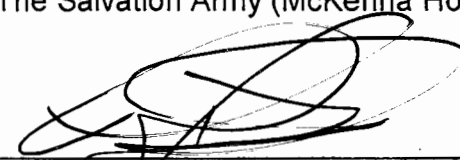
State of New Hampshire
Department of Health and Human Services

Date 11/12/14


Mary Ann Cooney
Associate Commissioner

The Salvation Army (McKenna House)

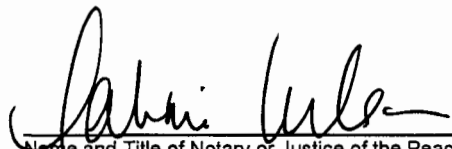
Date 10/16/2014


Name: Richard D. Allen
Title: Assistant Secretary - Legal

Acknowledgement:

State of New York, County of Rockland on 10/16/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace


Name and Title of Notary or Justice of the Peace

Tahniah Wilson
Notary Public State of New York
No. 01WI6213088
Qualified in Rockland County
Commission Expires November 2, 2017



**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date

Megan A. Yapple
Name: Megan A. Yapple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Amendment # 1 Exhibit B

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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the

Handwritten initials in black ink, appearing to be "JA".

New Hampshire Department of Health and Human Services
Emergency Solutions Grant



Amendment # 1 Exhibit B

Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Emergency Solutions Grant

EXPENSE BUDGET for SFY 2014 and SFY 2015:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$59,026.50	\$59,026.50
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$59,026.50	\$59,026.50
TOTAL Federal+Match	\$118,053.00	

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SPECIAL PROVISIONS

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

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

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

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

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



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

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

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

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

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

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

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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$500,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000; and

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**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.

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

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New Hampshire Department of Health and Human Services
Exhibit G



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:
The Salvation Army

A handwritten signature in black ink, appearing to read "Richard D. Allen", written over a horizontal line.

10/15/2014
Date

Name: Richard D. Allen
Title: Assistant Secretary - Legal

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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE SALVATION ARMY, a(n) New York nonprofit corporation, registered to do business in New Hampshire on July 19, 1954. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of October, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, D. Sue Foley, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Salvation Army.
(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 June 23, 2009:
(Date)

RESOLVED: That the Assistant Secretary - Legal
(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 16th day of October, 2014.
(Date Contract Signed)

4. Richard D. Allen is the duly elected Assistant Secretary - Legal
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

D Sue Foley

(Signature of the Elected Officer)

D. Sue Foley

Assistant Secretary - Finance

STATE OF NEW YORK

County of ROCKLAND

The forgoing instrument was acknowledged before me this 16th day of October, 2014.

By D. Sue Foley, Assistant Secretary - Finance
(Name of Elected Officer of the Agency)

Tahnia Wilson

(Notary Public/Justice of the Peace)

Tahnia Wilson

Notary Public State of New York

No. 01W16213088

Qualified in Rockland County

Commission Expires November 2, 2017

(NOTARY SEAL)

Commission Expires: November 2, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2014

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

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

PRODUCER CHESTERFIELD INSURANCE AGENCY, INC. PO BOX 237 GREEN, OH 44232-0237	CONTACT NAME:		
	PHONE (A.C. No. Ext): 330-896-7639X8123	FAX (A.C. No): 330-896-6548	
	E-MAIL ADDRESS: DEANNA.CIPRIANO@TPA4TSA		
INSURED THE SALVATION ARMY, A NEW YORK CORP. 440 WEST NYACK ROAD WEST NYACK, NY 10994	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INS. CO.		16535
	INSURER B: THE SALVATION ARMY RISK TRUST		
	INSURER C: THE SALVATION ARMY, A NY CORP.		
	INSURER D: AMERICAN ZURICH INS. CO.		40142
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: LOC #004 029/CONCORD NH REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SELF INSURED RETENTION	01/01/14	01/01/15	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP 8978527-18	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 500,000		TRUST #19578500	01/01/14	01/01/15	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC 8978533-18	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	AUTO LIABILITY EXCESS		SELF INSURED RETENTION	01/01/14	01/01/15	\$400,000 XS OF \$100,000

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

ANNUAL GRANT FOR MCKENNA HOUSE ADULT SHELTER; 100 S. FRUIT STREET CONCORD, NH 03301.

CERTIFICATE HOLDER THE STATE OF NEW HAMSHIRE - DEPARTMENT OF HEALTH AND HUMAN SERVICES 100 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Deanna Cipriano</i>
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Mission Statement

The Salvation Army:

The Salvation Army an international movement is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

The Salvation Army McKenna House :

The Salvation Army McKenna House strives to provide a comprehensive program of services designed to help its residents find affordable, permanent housing. Comprehensive case management services help residents learn skills necessary to live independently.

The Salvation Army takes pride in meeting human needs without discrimination of sex, race, color, religion or sexual preference.

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2012

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2012 calendar year, or tax year beginning <u>October 1</u> , 2012, and ending <u>September 30</u> , 20 <u>13</u>	
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <u>The Salvation Army Concord New Hampshire Corps</u> Doing Business As Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>58 Clinton Street</u> City, town or post office, state, and ZIP code <u>Concord, New Hampshire 03301</u>
	D Employer identification number <u>13-5562351</u>
	E Telephone number <u>603-225-5586</u>
	G Gross receipts \$ <u>250857</u>
F Name and address of principal officer: <u>Majors Jerry & Susan Stinson</u> <u>58 Clinton Street, Concord, NH 03301</u>	
H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
J Website: ▶ <u>www.Concord.SalvationArmyNH.org</u>	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	
L Year of formation: <u>1865</u>	
M State of legal domicile: <u>NY</u>	

Part I Summary			
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <u>The Salvation Army's mission is to preach the gospel of Jesus Christ and meet human need in his name without discrimination.</u>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	<u>3</u>	<u>9</u>
	4 Number of independent voting members of the governing body (Part VI, line 1b)	<u>4</u>	
	5 Total number of individuals employed in calendar year 2012 (Part V, line 2a)	<u>5</u>	<u>2</u>
	6 Total number of volunteers (estimate if necessary)	<u>6</u>	<u>547</u>
	7a Total unrelated business revenue from Part VIII, column (C), line 12	<u>7a</u>	<u>0</u>
b Net unrelated business taxable income from Form 990-T, line 34	<u>7b</u>	<u>0</u>	
Revenue	8 Contributions and grants (Part VIII, line 1h)	<u>187003</u>	<u>236037</u>
	9 Program service revenue (Part VIII, line 2g)	<u>21550</u>	<u>14680</u>
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		<u>140</u>
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>208553</u>	<u>250857</u>
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>68805</u>	<u>76361</u>
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>144217</u>	<u>117902</u>
	16a Professional fundraising fees (Part IX, column (A), line 11e)	<u>5132</u>	<u>4536</u>
	b Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>50479</u>	<u>67099</u>
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>268633</u>	<u>265898</u>	
19 Revenue less expenses. Subtract line 18 from line 12	<u>-60080</u>	<u>-15041</u>	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	<u>19943</u>	<u>6828</u>
	21 Total liabilities (Part X, line 26)	<u>1761</u>	<u>3687</u>
	22 Net assets or fund balances. Subtract line 21 from line 20	<u>18182</u>	<u>3141</u>

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer:	Date: <u>7/22/12</u>
	Type or print name and title: <u>James Labossian</u>	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response to any question in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Major Jerry Stinson	40				✓		44987		21359	
(2) See attached Listing of Corporate Trustees and Officers for the names and titles of the 9										
(3) voting members of the governing body as indicated on Part I, Line 3										
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VIII Statement of Revenue

Check if Schedule O contains a response to any question in this Part VIII.

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	130032				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	106005				
	g Noncash contributions included in lines 1a-1f: \$		73920				
	h Total. Add lines 1a-1f		236037				
Program Service Revenue	2a _____ Business Code						
	b _____						
	c _____						
	d _____						
	e _____						
	f All other program service revenue						
	g Total. Add lines 2a-2f		14680				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		140				
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	(i) Real	(ii) Personal				
	b Less: rental expenses						
	c Rental income or (loss)						
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
	b Less: cost or other basis and sales expenses						
	c Gain or (loss)						
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a					
b Less: direct expenses	b						
c Net income or (loss) from fundraising events							
9a Gross income from gaming activities. See Part IV, line 19	a						
b Less: direct expenses	b						
c Net income or (loss) from gaming activities							
10a Gross sales of inventory, less returns and allowances	a						
b Less: cost of goods sold	b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue		Business Code					
11a _____							
b _____							
c _____							
d All other revenue							
e Total. Add lines 11a-11d							
12 Total revenue. See instructions.			250857				

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response to any question in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to governments and organizations in the United States. See Part IV, line 21				
2	Grants and other assistance to individuals in the United States. See Part IV, line 22	76361	76361		
3	Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	5517	4855	441	221
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	83629	73594	6690	3345
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	3406	2998	272	136
9	Other employee benefits	14891	13104	1191	596
10	Payroll taxes	10459	9204	837	418
11	Fees for services (non-employees):				
a	Management				
b	Legal				
c	Accounting				
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17	4536			4536
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12	Advertising and promotion				
13	Office expenses	7522	6620	602	300
14	Information technology	2988	2629	239	120
15	Royalties				
16	Occupancy	31047	27321	2484	1242
17	Travel	768	676	61	31
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	224	197	18	9
20	Interest				
21	Payments to affiliates	17695	15571	1416	708
22	Depreciation, depletion, and amortization				
23	Insurance				
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	Uniforms	33	29	3	1
b	Vehicle	2739	2410	219	110
c	Misc	4083	3594	326	163
d					
e	All other expenses				
25	Total functional expenses. Add lines 1 through 24e	265898	239163	14799	11936
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	
2	Total expenses (must equal Part IX, column (A), line 25)	2	
3	Revenue less expenses. Subtract line 2 from line 1	3	
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	

Part XII Financial Statements and Reporting

Check if Schedule O contains a response to any question in this Part XII

		Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a Were the organization's financial statements compiled or reviewed by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a		✓
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2b		✓
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		✓
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

The Salvation Army
McKenna House - Concord, NH Corps Community Center
Schedule of Income
For The Year Ended
September 30, 2013

SCHEDULE A.

INCOME

Contributions

Unrestricted Donations	\$9,754
Restricted Donations	80,866
Seasonal Appeals	15,385
Collections	0
Associated Organizations	0
Thrift Store Appropriation	0
United Way Allocation	0
Public Funds	<u>130,032</u>

Total Public Support

\$236,037

Other Revenue

Program Service Fees	14,680
War Cry Sales	0
Other Sales	0
Investment Income	
Unrestricted	0
Restricted	140
Miscellaneous	0

Total Other Revenue

14,820

Total Public Support and Revenue

\$250,857

The Salvation Army
 McKenna House - Concord, NH Corps Community Center
 Schedule of Expenditures
 For The Year Ended
 September 30, 2013

SCHEDULE B.

EXPENDITURES

Salaries and Related Expenses

Staff Compensation	\$89,146	
Fringe Benefits	18,297	
Payroll Taxes	10,459	
Total Salaries and Related Expenses		\$117,902

Supplies, Program and Services

Professional Fees	4,536
Education, Recreation, Craft Supp.	485
Food Purchased	3,717
Uniforms	33
Office Supplies	1,209
Telephone	2,988
Postage, Shipping	1,685
Rent	0
Utilities	9,010
Property Upkeep & Repairs	17,435
Janitorial Supplies	4,602
Furnishings & Equipment	2,656
Printed Materials	426
War Cry Costs	0
Other Transportation & Meals	768
Vehicle Operating Costs	1,239
Vehicle Insurance	1,500
Vehicle Replacement	0
Special Meetings	0
Conferences	224
Financial Assistance Regular	76,361
Financial Assistance Seasonal/Disaster	0
Organization Membership Costs	0
Educational Grants	0
Miscellaneous	1,427

Total Supplies, Program and Services	130,301	
Support Payments to Supervisory Headquarters	17,695	
Total Expenses	\$265,898	

The Salvation Army
 McKenna House - Concord, NH Corps Community Center
 Statement of Support, Revenue and Expense
 And Change in Fund Balance
 Corps Operating Account
 For The Year Ended
 September 30, 2013

EXHIBIT A.

INCOME

Public Support and Revenue

Public Support Received Directly
 Contributions

\$106,005

Total Received Directly

\$106,005

Public Support Received Indirectly

Public Funds
 United Way Allocation

130,032

0

Total Received Indirectly

130,032

Other Revenue

Program Service Fees
 Sales to Public
 Investment Income
 Miscellaneous

14,680

0

140

0

Total Other Revenue

14,820

Total Public Support and Revenue

250,857

EXPENSE

Program and Supporting Services

Salaries and Related Expenses
 Other Operating Expenses
 Support Payment to
 Supervisory Headquarters

117,902

130,301

17,695

Total Expenses

265,898

(Expenses in Excess of Public Support and Revenue)

-15,041

Fund Balance - Beginning of Year

3,141

Fund Balance - End of Year

-\$11,900

The Salvation Army
 McKenna House - Concord, NH Corps Community Center
 Combined Balance Sheet
 For The Year Ended
 September 30, 2013

EXHIBIT B.

ASSETS

Current Assets

Cash in Bank-Operating Account \$6,728

Custodian Account

Petty Cash 100

Accounts Receivable _____

Total Current Assets \$6,828

LIABILITIES AND FUND BALANCES

Liabilities

Accounts Payable \$3,687

Fund Balances

Operating Account

Custodian Fund

Band 0.00

Board Designated Interest

Older Ministries 0.00

Adventure Corps/Scouts 0.00

Boys Club

Girl Guards 0.00

Lord's Dollar 0.00

Memorials

Men's Fellowship 0.00

Sunbeams 0.00

Torchbearers/Teens 0.00

Women's Minstries 0.00

Future Officer's Fellowship

Youth Group

Total Custodian Fund 3,141

Total Fund Balances 3,141

Total Liabilities & Fund Balances \$6,828

The Salvation Army
McKenna House - Concord, NH Corps Community Center
Notes to Financial Statements
September 30, 2013

EXHIBIT C.

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- A. The accompanying financial statements have been prepared on the accrual basis of accounting.
- B. This Corps Community Center is an operating segment of the Northern New England Division of The Salvation Army, and as such does not record fixed assets or acquisitions on the balance sheet. The accounting and recording of same is part of the Corporate Headquarters in New York.

Note 2. FUNDED DEPRECIATION

Vehicles are depreciated over a four year period, with payments of same made to the Divisional Headquarters and held in reserve until replacement. The vehicle replacement account represents this depreciation only.

Note 3. INVESTMENT INCOME

The restricted and unrestricted investment revenues reflected in Exhibit A of the Financial Statements are derived from trust funds willed to The Salvation Army. The restricted revenues are disbursed according to the provisions of the trust instrument and are controlled by Territorial Headquarters in New York. The unrestricted revenues are also controlled by the Territorial Headquarters and are disbursed according to the need of certain programs sponsored by The Salvation Army.

EXHIBIT "A"

The Salvation Army

McKenna House - Concord, NH Corps Community Center

ProForma Form 990

Return of Organization Exempt from Tax Form

"The Salvation Army in the United States is composed of a National Headquarters, four Territories, each separately incorporated, and multiple local units within each Territory. As a church, The Salvation Army is not required by the IRS to file the Form 990. However, to qualify to receive funding from certain sources, some local units provide information to funding agencies by completing a Form 990 pro forma. Preparing such a pro forma does not constitute a voluntary filing of Form 990. As such, providing the pro forma does not waive The Salvation Army's exemption from the requirement to file the Form 990 return. Therefore, for example, the pro forma return provided to the Combined Federal Campaign contains the following statement:

DISCLAIMER

The Salvation Army is not required to file IRS Form 990. Therefore, this form is submitted under protest, in compliance with the ruling of CFC opinion 88-1 which states:

"Organizations that are not required to file IRS Form 990 with the IRS must nonetheless submit a completed copy of that form with their application for national or local eligibility."

Since the pro form Form 990 return is provided in the situations and for the purposes described above by local units of The Salvation Army, it is an abbreviated version designed to provide relevant information about the local unit's operations and use of resources. Therefore, only certain applicable parts of the core form that identify the local unit have been completed. Finally, depending on the context, certain parts of the core form contains information relating to either the territory, the local unit, or in some cases, a combination of both."

The Salvation Army
58 Clinton Street
Concord, NH
Advisory Board Listing

Captain Stephen Warren
The Salvation Army/Director
58 Clinton St
Concord, NH 03301

Chair- Mr. Geoff Martin

Mr. William Davis III

Mr. Gary Webb

Mary Beth McNicholas

John W. Mueller

Stuart Richter

Darton Rose

John Udaloy

Patrick McNicholas

Dr. Lourdes Jimenez

Larry White

David Eggleton

THE SALVATION ARMY
a New York Corporation

Executive Address: 440 West Nyack Road
West Nyack, New York 10994-0635

Listing of Corporate Trustees and Officers

<u>NAME</u>	<u>TITLE</u>
David E. Jeffrey	Chairman of the Board, Trustee
Barry C. Swanson	President, Trustee
William A. Bamford III	Vice President, Trustee
Donald W. Lance	Treasurer, Trustee
Glenn C. Bloomfield	First Assistant Treasurer, Trustee
Thomas O. Henson	Second Assistant Treasurer
Thomas A. Schenk	Secretary, Trustee
Richard D. Allen	Assistant Secretary - Legal
Jorge E. Diaz	Assistant Secretary - Property
D. Sue Foley	Assistant Secretary - Finance
Steven M. Howard	Trustee
Kenneth W. Maynor	Trustee
Janice A. Howard	Trustee

As of 1 July 2014
(EXADPL)

Jenny Connor-Belcourt, CRSW

Education

Associate in Science - Addiction Counseling, Phi Theta Kappa

NHTI, Concord, NH - May 2010

GPA 3.9

Employment

Phoenix House Franklin Center, Franklin NH

Counselor Assistant/Program Coordinator-Impaired Driver Intervention Program/

Interim Administrative Assistant

November 2009 to October 2012

Duties include education, admissions, screening, counseling, record-keeping, supervision of second shift staff

McKenna House, Concord NH

Case Manager

November 2010-February 2012

Case management with a focus on those with substance abuse issues.

Trainings & Certifications

Certified Recovery Support Worker - March 2011

Prime For Life Educator – June 2012

Addiction in the Family, Access To Recovery, WITS, Crisis Prevention Intervention , CPR/First Aid, HIV & Trends, Ethics

Internships

Phoenix House Franklin Center, Franklin NH

September 2009-December 2009

Merrimack County Academy Program, Boscawen NH

February 2009-May 2009

Practicum which encompassed incorporating the educational knowledge of the twelve core functions with the practical use of the twelve core functions.

Work Study

Salvation Army McKenna House, Concord, NH

September 2007- May 2008

Case management.

Other Experience

Assistant Manager

Contoocook Covered Bridge Restaurant - Contoocook, NH
October 2003 - August 2009

Customer service, supervision, scheduling and training of front staff.

Bus driver - Concord Family YMCA, Greater Manchester YMCA-Allard Center

September 1997- June 2010

CDL-B with passenger endorsement

Home Educator

1994-2005

Independent educator knowledgeable in applicable resources to initiate and successfully complete a home education for children in grades 1-9 to meet the requirements set forth by The New Hampshire State Department of Education.

Volunteer Activities

Variety Show Ticket Sales

First Church of Hopkinton, Hopkinton, NH

February 2005-present

A bi-annual event which raises money for local charities.

Youth Group Chaperone

First Church of Hopkinton, Hopkinton, NH

2003-2008

Chaperone high school aged youth for various mission trips throughout the East Coast.

Duties include assisting and supervising youth for various volunteer activities in homeless shelters, food pantries, and home improvement for those in need.

Convention Co-Chair

NE CoDA Intergroup- Littleton, MA

February 1999-January 2000

Collaborated with Co-Chair in organization and production of 1999 New England Co-dependents Anonymous convention.

Interests

Family, transpersonal psychology, creative writing, nature

References available upon request.

Scott P. Griffin
100 S. Fruit Street
Concord, NH 03301
603-228-3505



Work History

Salvation Army Mckenna House
Concord, NH
House Supervisor

Dec 2013 – present

- Responsible for all daily operations of the shelter including: administrative front desk, ensuring the safety of residents and staff, checking daily resident chores and accounting for all residents.

Salvation Army
Concord, NH
Bell Ringer

November 2012 – December 2012
November 2013 – December 2013

- Required that I stand with the Salvation Army red kettle during the holiday season to ensure the most amount of donations possible for the year.

Wendy's Restaurant
Tilton & Concord, NH
Cook

June 2008 – April 2011

- Responsible for turning out fast and delicious food in a timely manner.

Shaw's Supermarket
Tilton, NH
Produce Clerk

January 2007 – June 2008

- Responsible for stocking the produce section of the supermarket.

Sam's Club
Tilton, NH
Produce Manager

January 2006 – January 2007

- Responsible for daily operations of the produce department.

Holiday Inn
Concord, NH
Sous Chef

June 2000 – January 2006

- Responsible for all operations of the kitchen including: food preparation, ordering and stocking, hiring and firing employees, and any other tasks required for smooth operations.

Lorrie Dale

[REDACTED]
[REDACTED] •Lorrie_Dale@use.salvationarmy.org

Experience

6/07-Current **Salvation Army McKenna House** Concord, NH
McKenna House Director

- Day to day operations
- Implement and follow policies and procedures
- Develop and manage the McKenna House budget
- Fundraising, grant writing, and special events. Directly instrumental in raising over \$300,000 in funding for the McKenna House.
- Recruit, train, and hire paid staff and volunteers
- Public speaking and community relations
- Divisional territory homeless liaison
- Facilitate partnerships with appropriate public and private agencies that provide services to residents
- Provide oral and written reports to the Salvation Army
- Participate on various local/state/Army committees related to homelessness
- Maintain records for program administration

9/07-12/10 **NESDA** Concord, NH
Instructor

- Instruct in dental assistant course skills based on 28 years of dental assistance experience

Education

08 **Crisis Prevention Institute, Inc.** Concord, NH
• *Nonviolent Crisis Intervention training – current through 12/08*

03-07 **Pride Institute** Concord, NH
• *Leadership skills*
• *Conflict management*
• *Team Building*

9/80-5/81 **Rochester Dental Assistance School** Rochester, NY
Dental Assistance Certificate

References

Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jenny Connor-Belcourt	Case Manger	\$27040.00	25.5%	10,000.00
Scott Griffin	House Manger	\$15080.00	0	0
Lorrie Dale	Director	\$38,735.00	25.5%	10,000.00



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate
 Commissioner

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

43 Book
 4/9/14

March 25, 2014

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

Retroactive
100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$175,841 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Cross Roads House, Inc.	166570 – B001	Portsmouth	\$34,170
My Friend's Place	156274 - B001	Dover	\$36,560
The Salvation Army (Carey House)	177627 – B001	Laconia	\$33,248
The Salvation Army (McKenna House)	177627 – B003	Concord	\$39,351
Tri-County Community Action Program, Inc.	177195 - B009	Berlin	\$32,512
		Total	\$175,841

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The New Hampshire Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of

Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 5 of 14 retroactive agreements and represents \$175,841 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. The Council has already approved seven of the 14 contracts and two more will be brought forward at a later meeting. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds, formerly known as the Stewart B. McKinney Emergency Shelter Grant Program funds, provided to New Hampshire by the U.S. Department of Housing and Urban Development. Four of the vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Additionally, Tri-County Community Action Program, Inc. will utilize some funds for prevention/intervention services such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual New Hampshire Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The U.S. Department of Housing and Urban Development historically announces funding levels in the late spring. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information).

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

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

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

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The New Hampshire Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, resulting in a statewide increase in demand for these services on the local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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 shelter, health, education and treatment. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.


Source of funds: 100% Federal

In the event that Federal funds became no longer available, General funds will not be requested to support this program.

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by


Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

**Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House**

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

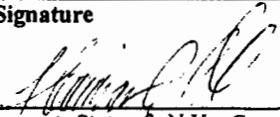
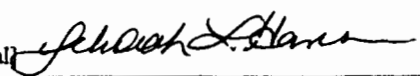
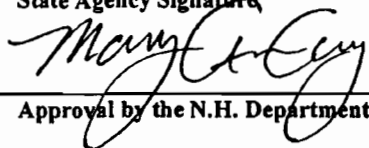
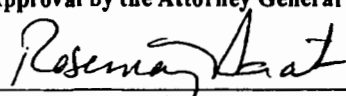
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Salvation Army (McKenna House)		1.4 Contractor Address 100 South Fruit Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-3505	1.6 Account Number 010-042-7927-102-0731- 05-95-42-423010-7927 102-500731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$39,351.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas A. Schenk, Secretary	
1.13 Acknowledgement: State of <u>N.Y.</u> , County of <u>Rockland</u> 02/18/2014 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Deborah L. Hansen, Notary Public, State of New York No. 01HA5048121, Qualified in Orange County, Commission Expires August 14, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY ASSOCIATE COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3-24-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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.



SCOPE OF SERVICES

Emergency Solutions Grant

1. CONDITIONAL NATURE OF AGREEMENT

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. PROVISIONS APPLICABLE TO ALL SERVICES:

- 2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.
- 2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.6 Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

3. SERVICES:

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



Exhibit A

- 3.1 Emergency Solutions Grant Program, 24 CFR part 576
- 3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

Handwritten initials in black ink, appearing to be 'JP'.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$39,351.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$39,351.00

Total program amount: \$39,351.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
- 2.2. 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.
- 2.3. 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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant



Exhibit B

Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$39,351.00	\$39,351.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$39,351.00	\$39,351.00
TOTAL Federal+Match	\$78,702.00	



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 fundors 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 fundors, 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.

New Hampshire Department of Health and Human Services
Exhibit C



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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: The Salvation Army

02/18/2014

Date

A handwritten signature in black ink, appearing to read 'Thomas A. Schenk'.

Name: Thomas A. Schenk

Title: Secretary



**Emergency Solutions Grant Program
Amendment # 1**

**State of New Hampshire
Department of Health and Human Services
Amendment # 1 to the Emergency Solutions Grant Program Contract**

This 1st Amendment to the Emergency Solutions Grant Program contract (hereinafter referred to as "Amendment # 1") dated this 3rd day of October, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 9, 2014 (Item #43), 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 form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the end date of the contract, increase the price limitation and change the payment terms; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, to read:
05-95-42-423010-7928-102-500731-42307020
2. Form P-37, General Provisions, Block 1.7, to read:
June 30, 2015
3. Form P-37, General Provisions, Block 1.8, to read:
\$48,768
4. Delete Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program, and replace with Amendment # 1 Exhibit B, Method and Conditions Precedent to Payment, Emergency Solutions Grant Program.



Emergency Solutions Grant Program Amendment # 1

5. Delete Exhibit C, Special Provisions, and replace with Revised Exhibit C, Special Provisions.
6. Delete Exhibit C-1, Additional Special Provisions, and replace with Amendment #1 Exhibit C-1, Additional Special Provisions.
7. Delete Exhibit G, Certification Regarding The Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance With Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**Emergency Solutions Grant Program
Amendment # 1**

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

11/12/14
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Tri-County Community Action Program, Inc

10-8-14
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Coos on 10-8-2014,
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Suzanne C. French
Name and Title of Notary or Justice of the Peace

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018



**Emergency Solutions Grant Program
Amendment # 1**

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

OFFICE OF THE ATTORNEY GENERAL

11/19/14
Date

Megan A. Tapscott
Name: Megan A. Tapscott
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

This contract is funded by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) and by the New Hampshire General Fund, as follows:

Emergency Solutions Grant Federal Funding

The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services.

Federal Funds:

CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Total Amount Emergency Solutions Grant Federal Funds;
SFY 2014: not to exceed \$16,256
SFY 2015: not to exceed \$16,256

1. Subject to the General Provisions of this Agreement and in consideration of the **satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
 - 2.2. 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.
 - 2.3. 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



Amendment # 1 Exhibit B

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.

3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.

3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



Emergency Solutions Grant Funds

EXPENSE BUDGET for SFY 2014 and SFY 2015:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$32,512	\$32,512
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$32,512	\$32,512
TOTAL Federal+ Match	\$65,024	

State Grant In Aid Program Funds

The following financial conditions apply to the scope of services as detailed in Exhibit A, Scope of Services.

NH General Funds:

SFY 2015: not to exceed \$16,256

1. PROGRESS REPORTS:

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

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

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

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

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

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



inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

3. LINE ITEM TRANSFERS:

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

State Grant In Aid Program Funds

EXPENSE BUDGET for SFY 2015:

EXPENSE ITEM	State GIA Funds	Match
Operations	\$16,256	\$16,256
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
Totals	\$16,256	\$16,256
TOTAL GIA+Match	\$32,512	

4. FUNDS ALLOCATION:

Funds are allocated under this contract, as follows:

SFY 2014 Emergency Solutions Grant Federal Funds:	\$16,256
SFY 2015 Emergency Solutions Grant Federal Funds:	\$16,256
SFY 2015 State Grant in Aid NH General Funds:	\$16,256
Operating expenses:	\$48,768
Total program amount:	\$48,768



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$2,000,000; and



**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.

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

New Hampshire Department of Health and Human Services
Exhibit G



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: Tri-County Community Action Program, Inc.

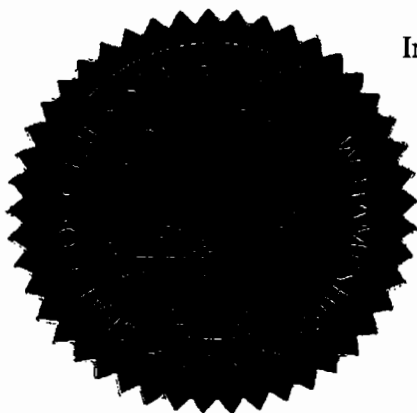
October 8, 2014
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer

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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, Board Secretary, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on September 23, 2014 :
(Date)

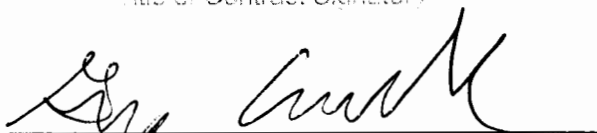
RESOLVED: That the Chief Executive Officer, TCCAP
(Title of Contract Signatory)

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 8th day of October, 2014.
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 8th day of October, 2014,

By Gary Coulombe, Board Secretary
(Name of Elected Officer of the Agency)


Notary Public/Justice of the Peace

(NOTARY SEAL)

SUZANNE C. FRENCH
Notary Public - New Hampshire
Commission Expires June 19, 2018

Commission Expires: _____

v

Board Resolution: Resolution of the Corporation

Yearly renewal that the Tri-County Community Action Program, Inc. Chief Executive Officer (CEO), Michael Coughlin is hereby authorized on behalf of this Corporation to enter into contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the Corporation; this authorization being in force and effective until September 30, 2015. In the event of absence by the CEO, the Chief Financial Officer (CFO), Robert G. Boschen, Jr. shall be authorized to perform such entrances and executions.

This resolution is made with the understanding that any major new undertakings or commitments will be preceded by Board approval.

Approved by the Board of Directors on 9-23-14

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Ins Co NAIC # 11150 INSURER B: Maine Employers Mutual Ins Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1471714530 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			NCPCKG0328200	7/22/2014	7/1/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000	
							PRODUCTS - COMP/OP AGG	\$ 3,000,000	
								\$	
A	AUTOMOBILE LIABILITY			NCAUT0328200	7/22/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							Underinsured motorist	\$ 1,000,000	
B	UMBRELLA LIAB			NCFKS0328200	7/22/2014	7/1/2015	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801186			<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	(3a.) NE			E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below			All officers included	7/1/2014	7/1/2015	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
A	Professional Liability			NCPCKG0328200	7/22/2014	7/22/2015	Per Occurrence	\$1,000,000	
							Aggregate	\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Health & Human Services Bureau of Homeless & Housing Services 129 Pleasant Street Brown Building Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Perrin/KS5 <i>Laura Perrin</i>

MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

***Tri-County Community Action Programs...
Helping people, changing lives.***

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

***TRI-COUNTY COMMUNITY ACTION PRPGRAM, Inc.
...Helping people, changing lives.***

***TRI-COUNTY COMMUNITY
ACTION PROGRAM, INC.***

AUDITED FINANCIAL STATEMENTS

***FOR THE YEARS ENDED
JUNE 30, 2013 AND 2012***

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INDEPENDENT AUDITOR'S REPORT

Todd C. Fahey, Esq.
Court-Appointed Special Trustee and
The Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

Report on the Financial Statements

We have audited the accompanying financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and the fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financials are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Basis for Qualified Opinion

As more fully described in Note B to the financial statements, Tri-County Community Action Program, Inc. had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The effects on the financial statements of that departure from those accounting principles are not reasonably determinable.

Qualified Opinion

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note P to the financial statements, the 2012 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental schedule of functional expenses (pages 26-29) and the schedule of expenditures of federal awards on (pages 30-35), as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated March 31, 2014, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Sincerely,

Mason + Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION
Certified Public Accountants
Concord, New Hampshire

March 31, 2014

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012

ASSETS		
	2013	2012
<i>CURRENT ASSETS</i>		
Cash	\$ 88,679	\$ -
Accounts Receivable	966,287	626,033
Inventories	65,023	99,759
Due From Insurance	41,353	-
Prepaid Expenses	16,052	-
Other Assets	1,320	-
<i>Total Current Assets</i>	1,178,714	725,792
<i>PROPERTY AND EQUIPMENT</i>		
Property, Plant and Equipment	10,937,228	10,585,785
Less: Accumulated Depreciation	(3,954,459)	(3,410,650)
<i>Net Property and Equipment</i>	6,982,769	7,175,135
<i>OTHER ASSETS</i>		
Restricted Cash	631,525	442,275
Other Assets	-	46,174
<i>Total Other Assets</i>	631,525	488,449
<i>TOTAL ASSETS</i>	\$ 8,793,008	\$ 8,389,376

(Continued on next page)

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012

LIABILITIES AND NET ASSETS

	2013	2012
<i>CURRENT LIABILITIES</i>		
Current Portion of Long-Term Debt	\$ 313,590	\$ 3,337,972
Current Portion of Lease Payable	35,874	30,067
Line of Credit	685,587	793,976
Bank Overdraft	-	8,046
Accounts Payable	1,245,898	1,001,434
Accrued Compensated Absences	260,353	406,689
Accrued Salaries	77,408	114,987
Accrued Expenses	117,657	14,753
Other Liabilities	467,840	630,759
<i>Total Current Liabilities</i>	<u>3,204,207</u>	<u>6,338,683</u>
<i>LONG-TERM LIABILITIES</i>		
Long-Term Debt, Net of Current Portion	4,602,933	930,918
Lease Payable, Net of Current Portion	5,410	39,603
Interest Rate Swap at Fair Value	82,650	114,433
<i>Total Long-Term Liabilities</i>	<u>4,690,993</u>	<u>1,084,954</u>
<i>TOTAL LIABILITIES</i>	<u>7,895,200</u>	<u>7,423,637</u>
<i>NET ASSETS</i>		
Unrestricted	(250,495)	(375,462)
Unrestricted - Board Designated	22,781	-
Temporarily Restricted	1,125,522	1,341,201
<i>TOTAL NET ASSETS</i>	<u>897,808</u>	<u>965,739</u>
<i>TOTAL LIABILITIES AND NET ASSETS</i>	<u>\$ 8,793,008</u>	<u>\$ 8,389,376</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<i>SUPPORT AND REVENUES</i>			
Grants and Contracts	\$ 13,350,557	\$ 268,289	\$ 13,618,846
Program Funding	1,506,303	-	1,506,303
Utility Programs	1,590,891	-	1,590,891
In-Kind Contributions	695,449	-	695,449
Contributions	311,018	478,531	789,549
Fundraising	30,265	-	30,265
Rental Income	609,832	-	609,832
Interest Income	723	-	723
Gain (Loss) on Disposal	31,280	-	31,280
Other Revenue	142,317	-	142,317
<i>Total Support and Revenues</i>	<u>18,268,635</u>	<u>746,820</u>	<u>19,015,455</u>
<i>NET ASSETS RELEASED FROM RESTRICTION</i>			
Expiration of Program Restrictions	<u>962,499</u>	<u>(962,499)</u>	<u>-</u>
<i>OPERATING EXPENSES</i>			
Agency Fund	1,034,468	-	1,034,468
Headstart	2,521,533	-	2,521,533
Guardianship	757,207	-	757,207
Transportation	1,226,314	-	1,226,314
Volunteer	128,489	-	128,489
Workforce Development	459,244	-	459,244
AOD	1,361,031	-	1,361,031
Carroll County Dental	649,067	-	649,067
Carroll County Restorative Justice	189,210	-	189,210
Support Center	247,906	-	247,906
Homeless	550,703	-	550,703
Energy & Community Development	8,650,600	-	8,650,600
Elder	1,339,397	-	1,339,397
<i>Total Operating Expenses</i>	<u>19,115,169</u>	<u>-</u>	<u>19,115,169</u>
<i>CHANGES IN NET ASSETS FROM OPERATIONS</i>	<u>115,965</u>	<u>(215,679)</u>	<u>(99,714)</u>
<i>OTHER INCOME</i>			
Gain on Interest Rate Swap	<u>31,783</u>	<u>-</u>	<u>31,783</u>
<i>TOTAL CHANGES IN NET ASSETS</i>	<u>147,748</u>	<u>(215,679)</u>	<u>(67,931)</u>
<i>Net Assets, Beginning of Year</i>	<u>(375,462)</u>	<u>1,341,201</u>	<u>965,739</u>
<i>Net Assets, End of Year</i>	<u>\$ (227,714)</u>	<u>\$ 1,125,522</u>	<u>\$ 897,808</u>

(Continued on next page)

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT AND REVENUES			
Grants and Contracts	\$ 15,732,761	\$ 686,718	\$ 16,419,479
Program Funding	1,935,620	-	1,935,620
Utility Programs	671,725	-	671,725
In-Kind Contributions	411,442	-	411,442
Contributions, as restated	266,155	405,470	671,625
Fundraising	54,929	-	54,929
Rental Income	44,496	-	44,496
Interest Income	884	-	884
Gain (Loss) on Disposal	2,247	-	2,247
Other Revenue	212,551	-	212,551
Total Support and Revenues	<u>19,332,810</u>	<u>1,092,188</u>	<u>20,424,998</u>
NET ASSETS RELEASED FROM RESTRICTION			
Expiration of Program Restrictions	-	-	-
OPERATING EXPENSES			
Agency Fund	1,515,511	-	1,515,511
Headstart	2,522,460	-	2,522,460
Guardianship	814,151	-	814,151
Transportation	1,055,705	-	1,055,705
Volunteer	129,170	-	129,170
Workforce Development	534,984	-	534,984
AOD	1,545,026	-	1,545,026
Carroll County Dental	595,841	-	595,841
Carroll County Restorative Justice	261,197	-	261,197
Support Center	311,910	-	311,910
Homeless	908,177	-	908,177
Energy & Community Development	9,619,568	-	9,619,568
Elder	1,326,239	-	1,326,239
Total Operating Expenses	<u>21,139,939</u>	<u>-</u>	<u>21,139,939</u>
CHANGES IN NET ASSETS FROM OPERATIONS	(1,807,129)	1,092,188	(714,941)
OTHER EXPENSES			
Loss on Interest Rate Swap	44,620	-	44,620
CHANGES IN NET ASSETS, AS RESTATED	<u>(1,851,749)</u>	<u>1,092,188</u>	<u>(759,561)</u>
Net Assets, Beginning of Year as Previously Reported	2,235,260	-	2,235,260
Prior Period Adjustment, see Note P	(758,973)	249,013	(509,960)
Net Assets, Beginning of Year, as Restated	<u>1,476,287</u>	<u>249,013</u>	<u>1,725,300</u>
Net Assets, End of Year	<u>\$ (375,462)</u>	<u>\$ 1,341,201</u>	<u>\$ 965,739</u>

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in Net Assets	\$ (67,931)	\$ (759,561)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:		
Depreciation	577,373	510,568
Gain on Disposal of Property	(64,834)	(2,247)
Gain (Loss) on Interest Rate Swap	(31,783)	44,620
(Increase) Decrease in Operating Assets:		
Restricted Deposit Account - Guardianship	(189,250)	(442,275)
Accounts Receivable	(340,254)	401,365
Inventories	34,736	(20,726)
Due From Insurance	(41,353)	-
Prepaid Expenses	(16,052)	-
Other Assets	44,854	(13,558)
Increase (Decrease) in Operating Liabilities:		
Bank Overdraft	(8,046)	(222,316)
Accounts Payable	244,452	323,594
Accrued Compensated Absences	(146,336)	11,789
Accrued Salaries	(37,579)	8,387
Accrued Expenses	102,904	53,608
Other Liabilities	(162,919)	630,759
Deferred Revenue	-	(670,752)
Total Adjustments	<u>(34,087)</u>	<u>612,816</u>
<i>Net Cash Used in Operating Activities</i>	<u>(102,018)</u>	<u>(146,745)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from Disposal of Property	31,280	2,247
Purchase of Property and Equipment	<u>(351,441)</u>	<u>(324,989)</u>
<i>Net Cash Used in Investing Activities</i>	<u>(320,161)</u>	<u>(322,742)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Proceeds from Line of Credit	(108,389)	272,036
Repayment of Long-Term Debt	(139,860)	(107,411)
Proceeds from Long-Term Debt	787,493	143,000
Repayment of Capital Lease Obligation	<u>(28,386)</u>	<u>(25,288)</u>
<i>Net Cash Provided by Financing Activities</i>	<u>510,858</u>	<u>282,337</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	88,679	(187,150)
<i>Cash and Equivalents, Beginning of Year</i>	<u>-</u>	<u>187,150</u>
<i>Cash and Equivalents, End of Year</i>	<u>\$ 88,679</u>	<u>\$ -</u>
Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Interest	<u>\$ 260,615</u>	<u>\$ 222,133</u>

See Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS

A | NATURE OF ACTIVITIES

Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit Corporation that operates a wide variety of community service programs which are funded primarily with grants or contracts from various federal, state, and local agencies.

A description of the major programs is as follows:

Agency

The Northern Forest Heritage Park (the Park) provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

Agency activities also include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organizations real estate property.

Head Start

Head Start serves hundreds of children and their families in seventeen classrooms at eleven locations throughout the three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire (NH) residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. Our fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Workforce Development

Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. We also serve uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

Support Center

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Offices in eight locations are our outreach sites for local participant access. Applications for energy assistance programs, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community

Elder

The Organization's elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming; Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments; Coos County ServiceLink Aging & Disability Resource Center, which assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

B | SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Inventories

In 2012, inventory consists of donated clothing and household items which are sold through the organization's thrift store in Lancaster, NH. These items are valued at the price for which they can be sold. In 2013 and 2012, inventory also included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. The thrift store was closed due to a fire in 2013 and any inventory was deemed to be a loss, potentially reimbursable through insurance proceeds.

Property and Equipment

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Furniture and Equipment	5 to 15 years

Change in Accounting Principle

For the year ended June 30, 2012, the Organization changed its method of accounting for the difference between its assets and liabilities to comply with the requirements of FASB ASC 958 and reported its net assets according to the three classes as discussed below.

Net Assets

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2013 and 2012.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Materials and Services

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

In-Kind Donations

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Advertising

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2013 and 2012 was \$17,996 and \$20,051.

Tax Status

The Organization is exempt from federal income tax under Section 501(c) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized. Additionally the Organization did not recognize interest or penalties resulting for tax liabilities associated with recognizing uncertain tax positions for the year ended June 30, 2010.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), subject to examination by the IRS, generally for three years after it is filed.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a supplement schedule of revenues and expenses by program. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Descriptions of the functional expense allocations included in the Organization's financial statements are as follows:

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Program salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses. Depreciation applicable to assets which are used by multiple programs, primarily buildings, is charged to the benefiting program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance. These costs are reported as space costs on the supplemental statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the Paid Leave, Fringe Benefits and Other Indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2012 received provisional approval. The proposal effective for July 1, 2011 received provisional approval and extended approval through April 30, 2013.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs as follows:

Level 1 - Valuations based on quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2 - Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3 - Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

See Note J for information related to the use of fair value measurements.

C | CONCENTRATION OF RISK

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash deposits at these financial institutions at June 30, 2013 and 2012 did not exceed \$250,000. There was no amount of cash uninsured or uncollateralized as of June 30, 2013 and 2012.

As disclosed in Note D, the Organization maintains a deposit account on behalf of clients who participate in the Guardianship Service Program. The total deposit balances in the account at June 30, 2013 and 2012 were \$283,840 and \$255,759 respectively. The total amount uninsured and uncollateralized at June 30, 2013 and 2012 was \$33,840 and \$5,759 respectively.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

D | CASH RESTRICTIONS

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at Note K. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2013 and 2012 was \$968 and \$93, respectively. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits of \$437.

The Organization is required to maintain a deposit account with another bank as part of a bond issue as disclosed at Note K. The required balance in the account is \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2013 and 2012 was \$186,732 and \$186,516, respectively, and the Organization was in compliance with this requirement.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2013 and 2012 was \$467,839 and \$630,759, respectively. See Note C for the balance of restricted cash at June 30, 2013 and 2012.

During fiscal year 2013, the Court Appointed Special Trustee requested and received \$225,000 from private donors. These funds were restricted to use by the Special Trustee under his individual authority. As of June 30, 2013, the remaining balance of these funds is \$159,985.

E | PROPERTY AND EQUIPMENT

The balance in property and equipment consisted of the following:

	<u>2013</u>	<u>2012</u>
Building and Improvement	\$ 7,979,591	\$ 7,686,861
Furniture and Equipment	2,362,170	2,308,457
Land	<u>595,467</u>	<u>590,467</u>
Total	10,937,228	10,585,785
Less Accumulated Depreciation	<u>(3,954,459)</u>	<u>(3,410,650)</u>
Total Property and Equipment, Net	<u>\$ 6,982,769</u>	<u>\$ 7,175,135</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$577,373 and \$510,568 for the years ended June 30, 2013 and 2012, respectively.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

F | COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding. During 2012 instances of noncompliance were reported to the office of management and budget, however, the organization has not received any requests for reimbursement or notices of discontinuance of fundraising as of the date of issuance of these statements

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Departments satisfaction. In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment the Organization could be required to take additional action including containment and remediation.

Other Liabilities

During fiscal year 2012, the Organization withdrew \$375,000 from an account entrusted to the Organization as part of the Guardianship Program (See Note D). This unauthorized withdrawal was reported to the New Hampshire Assistant Attorney General of the Charitable Trust Division and an agreement was reached to replenish the account. During fiscal year 2013, the Organization returned \$191,000 to the Guardianship Services Program account.

G | LEASE AGREEMENTS

Capital Leases

The Organization leases equipment from Leaf Financial Corporation under a capital lease. The economic substance of the lease is that the Organization is financing the acquisition of the assets through the lease, and accordingly, it is recorded in the Organization's assets and liabilities.

The following is an analysis of the leased assets included in Equipment:

	<u>2013</u>	<u>2012</u>
Equipment	\$ 159,277	\$ 159,277
Less Accumulated Depreciation	<u>(159,277)</u>	<u>(127,422)</u>
Net Book Value	\$ -	\$ 31,855

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Future minimum payments under capital leases are as follows:

<u>For the Year ending June 30,</u>		
2014	\$	40,080
2015		<u>5,410</u>
Total Future Payments		45,490
Less Amount Representing Interest		<u>(4,206)</u>
Present Value of Future Payments		41,284
Less Current Portion		<u>(35,874)</u>
Long-Term Portion	\$	<u>5,410</u>

Interest expense was \$9,808 and \$19,021 for the years ended June 30, 2013 and 2012, respectively. Amortization expense was \$31,855 and \$31,855 for the years ended June 30, 2013 and 2012, respectively, and is included in depreciation expense.

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis.

The annual rent expense for the leased facilities was \$126,572 and \$218,058 for the years ended June 30, 2013 and 2012, respectively.

The future minimum lease payments on the above leases for the year ending June 30 are as follows:

<u>For the Years Ending June 30,</u>		
2014	\$	115,931
2015		84,495
2016		52,828
2017		44,674
2018		42,894
Thereafter		<u>312,464</u>
Total	\$	<u>653,286</u>

H | LINE OF CREDIT

The Organization has available a \$45,000 unsecured line of credit with Northway Bank, at June 30, 2013 and 2012. Borrowings under the line bear interest at 6.50% per annum, and totaled \$40,052 and \$45,000 at June 30, 2013 and 2012, respectively. The line of credit is unsecured.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

\$627,352 and \$729,273 at June 30, 2013 and 2012 respectively. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of NH which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$18,183 and \$20,003 at June 30, 2013 and 2012 respectively.

I | ACCRUED VACATION

Employees of the Organization are eligible to accrue vacation for a maximum of 240 days. Accrued vacation totaled \$260,353 and \$406,689 at June 30, 2013 and 2012, respectively.

J | DERIVATIVE INSTRUMENTS

As disclosed in Note K, the note payable to bank bears interest monthly of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). The Organization's purpose in entering into the swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2013 the fair value of the interest rate swap was (\$82,650) and the unrealized gain was \$31,783. For the year ended June 30, 2012, the fair value of the interest rate swap was (\$114,433) and the unrealized loss was \$44,620. The fair value of the swap is included on the balance sheet as a long-term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

K | LONG-TERM DEBT

The Organization's long-term debt consists of the following June 30, 2013 and 2012, respectively:

	2013	2012
1. Note payable to lending institution, payable in 360 monthly installments of \$484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024.	\$ 47,815	\$ 51,140
2. Note payable to lending institution, payable in 360 monthly installments of \$1,496 including interest at 4.50% per annum. Secured by general business assets. Final installment due June 2024.	\$ 155,948	\$ 166,619

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

3. Note payable to lending institution, payable in 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	\$ 195,880	\$ 204,783
4. Note payable to lending institution, payable in 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	40,385	41,943
5. Note payable to lending institution, payable in 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	9,932	10,338
6. Note payable to a bank, payable in 120 monthly installments of \$457 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	13,628	18,693
7. Note payable to a bank, payable in 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	473,914	486,961
8. Bond payable to a bank, payable in monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage of various properties and assignments of rents at various properties. Final installment due August 2040.	3,082,380	3,145,413
9. Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended.	26,045	43,000
10. Note payable to a non-profit organization, interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organizations fiscal year end 2013, informally extended.	152,997	100,000
11. Note payable to a bank, payable in 240 monthly installments of 4,517.95 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032.	\$ 717,598	\$ -

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Total Long-Term Debt	\$ 4,916,523	\$ 4,268,890
Less Current Portion	<u>313,590</u>	<u>3,337,972</u>
Long-Term Debt Net of Current	<u>\$ 4,602,933</u>	<u>\$ 930,918</u>

Future maturities of long-term debt are as follows for the years ended June 30:

<u>For the Years Ending June 30,</u>		
2014		\$ 313,590
2015		143,423
2016		147,687
2017		150,955
2018		155,054
Thereafter		<u>\$ 4,005,814</u>
Total		<u>\$ 4,916,523</u>

As described at Note D, the Organization is required to maintain a reserve account with a bank for loans 1 through 6 listed above. The Organization was not in compliance with this requirement in 2012. In May 2013 the organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment.

As described at Note D, the Organization is required to maintain a reserve account with a bank related to loan 8 listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement. As of June 30, 2013 and 2012, respectively, the Organization was not in compliance with all covenants. As a result, the amount outstanding at June 30, 2012 is included with as a current liability on the statement of financial position. The Organization received a waiver of the covenant requirement from the bank for fiscal year 2013.

L | RELATED PARTY TRANSACTIONS

Notes Payable – Related Party

As disclosed in Note K, the Organization has a loan payable to the wife of the Former Chief Executive Officer. See Note K for the terms of the note payable.

As disclosed in Note K, the Organization also has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organizations Programs. See Note K for the terms of the note payable.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

M | NET ASSETS

Temporarily restricted net assets consisted of grants and other unexpended revenues subject to donor restrictions and available for the following purposes.

	<u>2013</u>	<u>2012</u>
NH Charitable Foundation Grant, Mt. Jasper	\$ 32,895	\$ 46,650
Donations to Special Trustee	174,735	-
Donations to Berlin Area Renewable Energy Initiative	6,602	-
Federal Funding for Transitions in Caregiving Plus	4,586	-
Federal Funding for the RSVP Program	1,327	-
Federal Funding for the Support Center	3,692	-
Federal Funding for the Better Buildings Weatherization Program	1,770	-
Donations to Mobil Home Weatherization Program	45,248	-
Federal Funding for the 10 Bricks Shelter	95,085	-
Donations to Fuel Assistance Emergency Fund	13,028	12,609
Federal Funding for Wakefield Senior Meals Program	2,158	-
Federal Funding for the Homeless Intervention Program	9,867	-
Energy Assistance Program – 2013	2,080	-
Proceeds from Vehicle Sale	31,280	-
Donations to Mahoosuc Trail	5,397	-
Federal Funding for the Carroll County Transit Program	1,855	-
Donations to the Maple Fund	2,488	-
Vehicle Purchase or Proceeds with Restrictions	378,702	378,702
Donations to Fuel Assistance Program	148,138	143,916
Federal and State Funding for the Head Start - 2011	16,776	361,817
Federal and State Funding for the Head Start - 2013	26,555	-
Federal Community Services Block Grant	-	168,966
Private Grant for the Alcohol and Other Drug Program	50,000	50,000
Notre Dame Project	-	14,939
Department of Energy Weatherization Program	-	22,827
Federal Funding for Tyler Blain House	52,056	9,599
Federal Funding for North Country Transit	16,352	16,352
Federal Funding for the Heating Repair and Replacement Program	2,850	37,312
Federal Funding for the Sustainable Energy Resource	-	22,421
Federal Funding for the Adult and Dislocated Worker Program	-	20,583
Federal Funding for the Low Income Home Energy Assistance Program	-	26,849
Other Miscellaneous Programs	-	7,659
Total	<u>\$ 1,125,522</u>	<u>\$ 1,341,201</u>

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

N | IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in Note B. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

O | RETIREMENT PLAN

The Organization has a 403(b) tax deferred annuity plan covering all employees. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code.

The employer shall match each dollar of a participant's elective deferrals up to 5% of each participant's annual salary. The Organization's retirement contribution was \$91,276 and \$167,220 for years ended June 30, 2013 and 2012, respectively. Payments were suspended in January of 2013.

P | PRIOR PERIOD ADJUSTMENTS

The accompanying financial statements for 2012 have been restated to correct an error. The effect of the restatement was to increase fixed assets by \$324,989 and increase temporarily restricted contributions by \$324,989.

The 2011 financial statements were restated to reflect the following misstatements:

Cash was overstated and Accounts Payable was understated by checks which were issued but not mailed in the amount of \$141,522. This had no effect on net assets.

Cash was overstated by \$23,258 due to an unknown reconciliation discrepancy between the reconciliation and the actual general ledger balance. The result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

Cash was overstated by \$460,215 due to an unknown outstanding debit to cash used as a reconciling item for multiple bank statements going back more than a year. The Organization is continuing to research this item, however, the result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Payroll liabilities and the related expenses were understated by \$106,600 because accrued payroll was not posted in the prior year. This adjustment reduces unrestricted net assets as reported on June 30, 2011.

Accrued employee benefits and the related expenses were overstated by \$109,421. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Property and Equipment was understated and transportation expense was overstated by \$53,713. This adjustment increased unrestricted net assets as reported on June 30, 2011.

Accumulated depreciation and depreciation expense was understated by \$33,763. This adjustment decreases unrestricted net assets as reported on June 30, 2011.

Accounts payable was overstated by \$19,724. This adjustment increased unrestricted net assets as reported on June 30, 2011.

The Capital lease liability was overstated by \$27,547 due to the lease being reported at the gross value of payments rather than being discounted based upon the effective interest rate. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Accounts receivable for the Dental Center and related income were understated by \$49,879. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Long term liabilities were understated by \$69,813 due to the fair value of the swap not being recorded in the financial statements. This adjustment decreased unrestricted net assets as reported on June 30, 2011.

Deferred revenue was overstated by \$51,508. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Accounts receivable was overstated by \$74,390 for amounts recorded as amounts receivable on grants which were not valid claims. This adjustment decreases unrestricted net asset as reported on June 30, 2011.

Temporarily restricted net assets were understated by \$195,300 related to contributions received with donor use restrictions which had not been expended for the purpose intended. This adjustment resulted in an increase in temporarily restricted net assets and a decrease in unrestricted net assets as reported on June 30, 2011.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Q | SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 31, 2014, the date which the financial statements were available to be issued.

On January 17, 2014, Probate Judge David King dismissed the Special Trustee status of Tri-County Community Action Program, Inc. with the New Hampshire Court System. Special Trustee Todd Fahey had successfully completed his duties by creating a new Board of Directors in addition to hiring a new CEO and CFO.

On February 1, 2014, Special Conditions with Head Start were eased.

On December 19, 2013, a newly reelected Board attended their first Board Meeting with Tri-County Community Action Program, Inc.

Tri-County Community Action Program, Inc. has reimbursed the Guardianship Program for the liability detailed in Note F.

On September 10, 2014, the Board of Cornerstone Housing elected to merge their organizations into Tri County Community Action Program, Inc.

On July 23, 2013, Tri County Community Action Program, Inc. received \$267,000 on the insurance claim for the fire at the Lancaster Building. That building and land has subsequently been sold.

Tri-County Community Action Program, Inc. has received an offer of tenancy or purchase on our property on School Street in Ashland, has an interested buyer in the Northern Forest Heritage Park Property and has our 361 School Street property in Berlin actively on the market.

On March 19, 2014, the Bondholder loosened its covenants to require a maximum Debt to Tangible Net Worth Ratio of 3.50:1, to be tested annually.

SUPPLEMENTAL SCHEDULES

TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	AOD
DIRECT EXPENSES							
Payroll	\$ 105,148	\$ 995,145	\$ 417,413	\$ 477,442	\$ 66,548	\$ 183,544	\$ 650,793
Payroll Taxes & Benefits	33,446	351,081	157,764	96,423	26,699	69,853	233,380
Assistance to Clients	1,499	-	-	-	12,191	11,743	3,705
Consultants and Contractors	42,378	27,881	4,300	34,966	-	-	19,430
Fiscal and Administrative	15,422	5,759	8,708	837	181	1,013	3,407
Space Costs and Rentals	7,812	181,027	36,205	15,776	5,487	134,885	8,981
Consumable Supplies	2,770	104,476	15,753	11,808	82	3,494	94,091
Rental, Lease, Purchase and							
Maintenance of Equipment	-	6,265	1,364	1	-	-	-
Building and Grounds Maintenance	74,049	14,062	271	1,975	-	720	27,964
Utilities	168,581	21,624	17,498	24,708	684	10,635	57,519
Fixed Fees	72	-	-	-	-	-	-
Travel and Meetings	(6,021)	74,920	22,567	47,676	143	12,875	30,612
Vehicle Expense	50	-	1,036	188,495	60	-	7,739
Insurance	98,908	22,950	747	30,308	1,400	-	57,381
Interest Expense	187,563	-	-	-	-	-	8,248
Other Direct Program Costs	45,825	13,570	3,611	3,814	-	440	14,411
Depreciation Expense	173,025	4,045	5,642	164,946	-	-	24,977
Fundraising	-	-	-	-	5,143	-	-
In-kind Expended	-	532,452	-	34,504	-	-	-
Total Direct Expenses	950,527	2,355,257	692,879	1,133,679	118,618	429,202	1,242,638
INDIRECT EXPENSES							
Indirect Costs	83,941	166,276	64,328	92,635	9,871	30,042	118,393
TOTAL DIRECT AND INDIRECT EXPENSES	\$ 1,034,468	\$ 2,521,533	\$ 757,207	\$ 1,226,314	\$ 128,489	\$ 459,244	\$ 1,361,031

The Accompanying Notes are an Integral Part of These Financial Statements

- Continued on next page -
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TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013

	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy & Development	Elder	Total
DIRECT EXPENSES							
Payroll	\$ 294,023	\$ 105,813	\$ 129,976	\$ 256,468	\$ 1,393,073	\$ 461,862	\$ 5,537,248
Payroll Taxes & Benefits	93,873	32,390	35,566	87,074	548,724	144,043	1,910,316
Assistance to Clients	-	-	20	62,558	5,596,160	1,820	5,689,696
Consultants and Contractors	13,607	2,755	7,649	2,526	13,850	52,463	221,805
Fiscal and Administrative	8,479	782	3,147	1,205	35,085	9,370	93,395
Space Costs and Rentals	-	29,831	870	36,801	167,924	74,013	699,612
Consumable Supplies	17,673	1,200	3,812	4,633	439,103	258,541	957,436
Rental, Lease, Purchase and Maintenance of Equipment	-	-	-	(44)	-	-	7,586
Building and Grounds Maintenance	3,308	240	3,859	1,533	1,030	6,716	135,727
Utilities	7,316	1,341	17,731	25,777	45,561	18,160	417,135
Fixed Fees	-	-	-	109	18,946	9,078	28,205
Travel and Meetings	1,800	-	6,205	12,719	7,764	26,589	237,849
Vehicle Expense	-	-	-	3,316	72,473	354	273,523
Insurance	1,348	817	6,206	12,341	18,986	-	251,392
Interest Expense	64,085	-	-	-	719	-	260,615
Other Direct Program Costs	-	(380)	1,159	339	3,076	1,740	87,605
Depreciation Expense	94,759	-	10,025	1,752	33,280	64,922	577,373
Fundraising	-	-	45	-	-	-	5,188
In-kind Expended	-	-	-	-	-	113,543	680,499
Total Direct Expenses	600,271	174,789	226,270	509,107	8,395,754	1,243,214	18,072,205
INDIRECT EXPENSES							
Indirect Costs	48,796	14,421	21,636	41,596	254,846	96,183	1,042,964
TOTAL DIRECT AND INDIRECT EXPENSES	\$ 649,067	\$ 189,210	\$ 247,906	\$ 550,703	\$ 8,650,600	\$ 1,339,397	\$ 19,115,169

The Accompanying Notes are an Integral Part of These Financial Statements

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TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	<u>Agency Fund</u>	<u>Head Start</u>	<u>Guardianship</u>	<u>Transportation</u>	<u>Volunteer</u>	<u>Workforce Development</u>	<u>AOD</u>
DIRECT EXPENSES							
Payroll	\$ 140,025	\$ 1,108,781	\$ 464,332	\$ 520,232	\$ 75,103	\$ 210,894	\$ 732,447
Payroll Taxes & Benefits	182,868	420,707	183,779	124,570	31,209	86,621	262,227
Assistance to Clients	4,217	(391)	-	16	-	23,965	3,945
Consultants and Contractors	106,725	15,153	2,761	27,219	-	1,878	36,713
Fiscal and Administrative	22,916	22,530	8,125	417	84	1,094	17,049
Space Costs and Rentals	9,434	180,156	40,064	10,240	5,376	124,410	15,427
Consumable Supplies	11,701	134,788	14,621	12,426	965	9,660	103,331
Rental, Lease, Purchase and Maintenance of Equipment	1,580	2,197	35	23,888	-	5,376	-
Building and Grounds Maintenance	56,447	20,248	-	2,790	-	13,264	36,539
Utilities	178,024	24,360	17,144	21,967	748	12,400	68,463
Fixed Fees	-	-	-	-	-	-	-
Travel and Meetings	8,357	74,692	17,208	35,384	310	15,003	13,852
Vehicle Expense	1,309	-	3,242	156,432	165	-	72,885
Insurance	91,920	31,312	1,624	15,784	810	-	5,082
Interest Expense	173,742	-	-	-	-	-	20,087
Other Direct Program Costs	8,122	7,999	2,724	10,051	149	692	19,908
Depreciation Expense	431,408	1,659	-	2,757	-	-	23,993
Fundraising	(131)	-	494	11,513	5,103	-	-
In-kind Expended	406	300,288	-	4,140	-	-	-
Total Direct Expenses	1,429,070	2,344,479	756,153	979,826	120,022	505,257	1,431,948
INDIRECT EXPENSES							
Indirect Costs	86,441	177,981	57,998	75,879	9,148	29,727	113,078
TOTAL DIRECT AND INDIRECT EXPENSES	\$ 1,515,511	\$ 2,522,460	\$ 814,151	\$ 1,055,705	\$ 129,170	\$ 534,984	\$ 1,545,026

The Accompanying Notes are an Integral Part of These Financial Statements

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TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy & Development	Elder	Total
DIRECT EXPENSES							
Payroll	\$ 304,561	\$ 145,602	\$ 135,124	\$ 400,219	\$ 1,628,677	\$ 497,581	\$ 6,363,578
Payroll Taxes & Benefits	101,725	43,662	41,467	138,389	749,727	163,177	2,530,128
Assistance to Clients	1,345	-	185	167,664	5,893,149	339	6,094,434
Consultants and Contractors	18,772	10,286	-	4,627	79,423	57,653	361,210
Fiscal and Administrative	4,813	678	495	5,511	44,885	12,107	140,704
Space Costs and Rentals	-	35,724	66,910	26,583	152,536	65,087	731,947
Consumable Supplies	18,706	1,060	5,638	7,653	583,123	264,084	1,167,756
Rental, Lease, Purchase and Maintenance of Equipment	9,028	-	-	-	974	1,830	44,908
Building and Grounds Maintenance	5,713	120	7,424	573	5,737	4,506	153,361
Utilities	7,598	2,983	19,702	26,637	51,170	20,577	451,773
Fixed Fees	-	-	-	2	14,505	4,127	18,634
Travel and Meetings	2,399	2,337	5,470	22,597	14,309	31,519	243,437
Vehicle Expense	-	-	-	6,310	77,753	571	318,667
Insurance	15,622	1,900	-	16,399	31,060	-	211,513
Interest Expense	27,382	-	-	-	922	-	222,133
Other Direct Program Costs	2,100	75	1,475	28,152	2,816	3,514	87,777
Depreciation Expense	32,542	-	9,665	1,752	6,792	-	510,568
Fundraising	-	-	334	785	-	-	18,098
In-kind Expended	-	-	-	-	-	106,448	411,282
Total Direct Expenses	552,306	244,427	293,889	853,853	9,337,558	1,233,120	20,081,908
INDIRECT EXPENSES							
Indirect Costs	43,535	16,770	18,021	54,324	282,010	93,119	1,058,031
TOTAL DIRECT AND INDIRECT EXPENSES	\$ 595,841	\$ 261,197	\$ 311,910	\$ 908,177	\$ 9,619,568	\$ 1,326,239	\$ 21,139,939

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Head Start	93.600	01CH1041/46	\$ 855,322
Head Start	93.600	01CH1041/47	743,635
thru the State of New Hampshire Office of Energy and Planning:			
Low-Income Home Energy Assistance	93.568	G-12BINHLIEA	151,600
Low-Income Home Energy Assistance - Admin	93.568	1025875	322,072
Low-Income Home Energy Assistance - Assurance	93.568	1025875	93,972
Low-Income Home Energy Assistance	93.568	1025875	5,198,577
Low-Income Home Energy Assistance - SEAS - Aging Cluster	93.044	1029453	9,403
Low-Income Home Energy Assistance - HRRP	93.568	1025855	89,397
Low-Income Home Energy Assistance - HRRP	93.568	1019768	38,541
thru the New Hampshire Coalition Against Domestic and Sexual Violence:			
Family Violence Prevention and Services/Grants for Battered Women's Shelters-Grants to States and Indian Tribes - SPIRDV	93.671	-	28,373
Family Violence Prevention and Services/Grants for Battered Women's Shelters-Grants to States and Indian Tribes - DVS	93.671	-	22,884
thru the State of New Hampshire Health and Human Services			
Temporary Assistance for Needy Families	93.558	-	292,237
Temporary Assistance for Needy Families - JARC	93.558	-	24,300

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2013

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
thru the State of New Hampshire Health and Human Services - continued			
Aging Cluster:			
Special Programs for the Aging-Title II, Part B-Grants for Supportive Services and Senior Centers	93.044	1016495	\$ 59,435
Special Programs for the Aging-Title III, Part B-Grants for Supportive Services and Senior Centers	93.044	1016495	5,559
Special Programs for the Aging-Title III, Part C-Nutrition Services	93.045	1016495	220,351
Nutrition Services Incentive Program	93.053	-	76,907
Block Grants for Prevention and Treatment of Substance Abuse	93.959	1024151	281,477
Community Services Block Grant	93.569	1019248	19,068
Community Services Block Grant	93.569	1026069	497,494
Medical Assistance Program	93.778	1008784	65,969
National Family Caregiver Support, Title III, Part E	93.052	1008784	10,888
Centers for Medicare and Medicaid Services (CMS) Research Demonstrations and Evaluations	93.779	1008784	8,962
Special Programs for the Aging-Title IV, and Title II Discretionary Projects	93.048	1008784	4,590
Social Services Block Grant	93.667	1008784	5,196
Social Services Block Grant	93.667	1016495	82,679
Social Services Block Grant	93.667	1016495	9,206
Social Services Block Grant - Public Guardianship	93.667	1008747	2,743
Preventive Health and Health Services Block Grant	93.991	90072003	9,762
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			9,230,599

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF ENERGY			
thru the State of New Hampshire Office of Energy and Planning:			
Weatherization Assistance for Low-Income Persons	81.042	1024959	\$ 182,655
Weatherization Assistance for Low-Income Persons - ARRA	81.042	861476	90,052
Energy Efficiency and Conservation Block Grant Program	81.128	-	242,800
thru the New Hampshire Community Loan Fund, Inc.			
Weatherization Assistance for Low-Income Persons	81.042	DE-EE0004212/001	30,118
TOTAL U.S. DEPARTMENT OF ENERGY			<u>545,625</u>
U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE			
Retired and Senior Volunteer Program	94.002	10SRANH001	46,419
Retired and Senior Volunteer Program	94.002	13SRANH001	16,792
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE			<u>63,211</u>
U.S. DEPARTMENT OF HOMELAND SECURITY			
Emergency Management Performance Grants	97.042	128735	231
Emergency Management Performance Grants	97.042	128735	11,199
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			<u>11,430</u>

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Supportive Housing Program	14.235	NH0009BIT001003	\$ 76,419
Supportive Housing Program	14.235	-	39,119
thru the State of New Hampshire Department of Health and Human Services:			
Supportive Housing Program - ESG	14.235	-	32,512
Supportive Housing Program - McKinney HOIP	14.235	-	130,182
Emergency Solutions Grant Program - Homeless Prevention & Rapid Re-Housing	14.231	-	475
Housing Counseling Assistance Program	14.169	8612-0156	5,283
thru the Community Action Program Belknap-Merrimack Counties, Inc.			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	-	84,717
thru the City of Berlin			
Community Development Block Grants/States' Program - NSP	14.228	09-053-CDHS	170,045
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			<u>538,752</u>

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE			
Rural Housing Preservation Grants	10.433	-	22,803
Child and Adult Care Food Program	10.558	-	88,576
Supplemental Nutrition Assistance Program - ARRA	10.551	-	9,603
TOTAL U.S. DEPARTMENT OF AGRICULTURE			<u>120,982</u>
U.S. DEPARTMENT OF JUSTICE			
thru the New Hampshire Coalition Against Domestic and Sexual Violence:			
Crime Victim Assistance	16.575	-	\$ 65,626
Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program/Grants to States and Territories - ARRA	16.803	2009-SU-B9-0019	6,661
Sexual Assault Services Formula Program	16.017	2010-KF-AX-0024	1,564
TOTAL U.S. DEPARTMENT OF JUSTICE			<u>73,851</u>
U.S. DEPARTMENT OF LABOR			
thru the State of New Hampshire Department of Resources & Economic Development:			
WIA Adult Program	17.258	-	62,181
WIA Dislocated Worker Formula Grants	17.278	-	72,365
TOTAL U.S. DEPARTMENT OF LABOR			<u>134,546</u>

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF TRANSPORTATION			
thru the State of New Hampshire Department of Transportation			
Formula Grants for Other Than Urbanized Areas - 5311	20.509	98974Y	\$ 186,448
Formula Grants for Other Than Urbanized Areas - 5316	20.516	68066A	49,333
Enhanced Mobility of Seniors and Individuals with Disabilities - Carroll County	20.513	-	37,266
Enhanced Mobility of Seniors and Individuals with Disabilities - Coos & Northern Grafton	20.513	-	41,933
Job Access-Reverse Commute	20.509	68042F	130,878
Formula Grants for Other Than Urbanized Areas - ARRA	20.509	100494	15,764
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			461,622

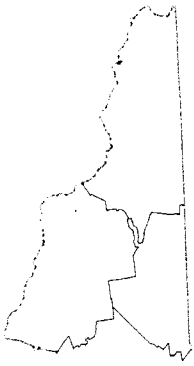
TOTAL EXPENDITURES OF FEDERAL AWARDS

\$ 11,180,618

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2013

A | SIGNIFICANT ACCOUNTING POLICIES

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Tri-County Community Action Program, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.



TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: <http://www.tccap.org> • E-mail: admin@tccap.org

Chief Executive Officer: Michael W. Coughlin

BOARD OF DIRECTORS FY2015

COOS COUNTY

Board Chair

Sandy Alonzo
Teacher

Treasurer

Cathy Conway
Vice President- Economic
Development - NCIC

Secretary

Gary Coulombe
Firefighter

CARROLL COUNTY

Anne Barber
Attorney

Michael Dewar
Business Owner

GRAFTON COUNTY

Nancy Kitchen
Animal Trainer-
Squam Lakes Science Center

Weatherization
(603) 752-7105

Administration
(603) 752-7001

AOD
(603) 752-7941



Community Contact
(603) 752-3248

R.S.V.P.
(603) 752-4103

Energy Programs
(603) 752-7100

MICHAEL W. COUGHLIN, M.S.



Chief Executive – Nonprofit Sector

Complex, Multi-Site Operations ✦ Revenue & Margin Growth
Strategic Partnerships
Community & Public Engagement

Motivating and results driven; recognized for:

- | | |
|---|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit |
| ✓ Mentoring & developing inspired leaders | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding | ✓ Passionate advocacy for mission |

EDUCATION

Master of Science, Social Work - Columbia University, New York, New York
Bachelor of Arts - Quinnipiac University, Hamden, Connecticut

PROFESSIONAL EXPERIENCE

REHABILITATIVE RESOURCES, INC.

2012 - 2013

One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs all over the state. \$25 million in annual revenue and over 600 full and part-time staff.

- **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing and cultural re-invigoration.

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
 - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
 - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.
- **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.
- **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer service excellence. Performed evaluations of the competitive environment, and began to build strategic coalitions with potential partners for new business.

ARIZONA'S CHILDREN ASSOCIATION

2011 to 2012

Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. \$40 million in annual revenue and nearly 750 full and part-time staff.

➤ **CEO**

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected \$750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
 - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
 - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.
- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.
- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

2007 to 2010

Serving Maine, New Hampshire and Vermont, with \$60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➤ **CEO**

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by \$20 million in three years to \$60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:
 - Grew state and federal revenue by \$10 million per year through increases in grants, fees and philanthropy.
 - Maximized growth of retail business, earning \$10 million in new profitable revenue annually within three years.
 - Initiated and implemented two acquisitions of other nonprofits.
 - Increased agency margins each year, exceeding \$1.9 million in F.Y. 2010.
 - Championed new initiatives in quality improvement, employee relations and safety.
- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.
- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007
One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. \$8 million organization provides comprehensive mental health care.

➤ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over \$1 million in new margins, in a time of shrinking state funds.

- **Organizational Development:** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- **Executive Development:** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- **Community & Government Relations:** Built a bridge to community and government through marketing and education events as well as personal contacts.

WARREN SHEPELL CONSULTANTS, Toronto, Ontario 2000 to 2001
One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating \$35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.

➤ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a \$19 million budget.

- **Staffing:** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- **Service / Network Management & Expansion:** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- **Business Development & PR:** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

CHC- WORKING WELL, Mississauga, Ontario 1989 to 2000
One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating \$30 million annually.

- **Vice President, Research & Development - 1998 to 2000**
- **National Director, Client Services - 1995 to 1998**
- **Regional Manager, Client Services - 1993 to 1995**
- **Area Manager, Client Services - 1991 to 1993**
- **Employee Assistance Counselor - 1989 to 1991**

Extensive Board service involvement

Robert Boschen, Jr., CMA, MBA

SUMMARY/OBJECTIVE

☑ Professional with excellent managerial, analytical, financial and teamwork skills. ☑ Able to take the lead or supporting role on crucial projects. ☑ Accustomed to tight, rapid deadlines and innovative, proactive and reactive work environments. ☑ Can adjust to varied software systems and research situations rapidly, and able to teach a team to do so. ☑ Seek professional managerial/analytical operations position within driving distance of North Conway, New Hampshire.

SKILLS/ABILITIES

- ☑ Certified Management Accountant (CMA). □
- ☑ Goal oriented manager with ability to manage assigned budget.
- ☑ Ability to supervise and manage staff to set and achieve directed goals.
- ☑ Comfortable working with all levels of staff and management. □
- ☑ Ability to implement, manage and direct crucial programs – financial and operational.
- ☑ Excellent analytical abilities - including capital budgeting, cost/benefit analysis, and benchmarking analysis.
- ☑ Detailed exposure to mergers and acquisitions. ☑ Can coordinate purchasing and Requisition for Proposals.
- ☑ Manufacturing (cost accounting), construction, governmental and service industry exposure.
- ☑ Knowledge of internal and external corporate and governmental reporting needs.
- ☑ Worked on and led various projects which saved employers sizable tax and operating expense dollars.
- ☑ Can construct complete accounting/reporting system. ☑ Can implement controls related to accounting and systems.
- ☑ Excellent with mainframe and PC based software packages including Excel, PowerPoint, and Access.

WORK EXPERIENCE

Town of Falmouth

Director of Finance

Falmouth, Maine

August 2011 –Present

- ☑ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165. A vibrant coastal town in Maine, in 2011 Falmouth was among the “Top Cities to Live and Learn” in the United States, according to the second-annual national ranking released by Forbes Magazine.
- ☑ Finance area includes, but is not limited payroll, budgeting, accounting, purchasing, investments and financial analysis/forecasting. ☑ Report directly to Town Manager. □ On the Senior Management Team.
- ☑ Responsible for and prepared the Town CAFR (Comprehensive Annual Financial Report). Have received the Government Finance Officers Award for Excellence in Financial Reporting for fiscal year 2011 and 2012. Presently will outsource part of this to free up more time for strategic planning/special projects.
- ☑ Responsible for financial presentation to Standard and Poor's – Credit rating raised from AA+ to AAA.
- ☑ Decentralized/reassigned clerical finance duties such as property tax bill creation, payroll and invoice entry out to entitywide clerical workers. Finance, through a bookkeeper and accountant, now supervises/coordinates such duties.
- ☑ Decentralized budgeting and purchasing duties entitywide - creating more accountability for the departments. Finance and Administration now supervises/coordinates such duties.
- ☑ Restructured the Finance department and positions within it. Prior staff duties of the Finance Director, such as bank reconciliations and high level monthly financial reports have been moved to staff in order to allow the Finance Director to manage. Replaced the Budget & Purchasing Director with a Staff Accountant.
- ☑ Created a reporting system that allows departments to run their own financial reports and at any time.
- ☑ Created five year forecasting model. ☑ Performed Requests for Proposal that led to new banking partner.
- ☑ Manage financial staff and all their duties. ☑ Responsible for government financial reports.
- ☑ Responsible for staff that coordinates the MUNIS system. Major version upgrade occurred at the time of my arrival.
- ☑ Finance Department budget is \$250K. □ Responsible for the accounts payable for the combined City/School budget of \$42 million. □ Responsible for investments of \$30 million.

City of Waterville

Director of Finance/Treasurer

Waterville, Maine

October 2006 – August 2011

- ☑ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area includes, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments.
- ☑ Report directly to City Manager. □ On the Senior Management Team.
- ☑ Responsible for and prepare the City CAFR (Comprehensive Annual Financial Report).
- ☑ Manage financial staff and all their duties. ☑ Responsible for government financial reports.
- ☑ Responsible for financial presentation to Standard and Poor's -- Credit rating raised from A- to A+
- ☑ Responsible for staff that coordinates the MUNIS system. Modules include but are not limited to G/L, payroll, fixed assets, billing, and accounts payable. System implementation began at the time of my arrival.
- ☑ Finance Department budget is \$450K. □ Interact with all levels of City government.
- ☑ Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

WORK EXPERIENCE (Continued)

Robert Boschen, Jr.

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006**Director of Finance for the Office of Medical Services (Medicaid)**

Aug 2005 - Oct 2006

Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)

Nov 2003 - Jul 2005

- Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.
- Duties became more sophisticated financial analysis, forecasting and reporting oriented as two separate units related to reimbursement were elevated to their own Division status with their own full Directorships.
- Reported directly to Deputy Commissioner of Finance for DHHS. On the Senior Management Team (SMT) of the Office/Bureau. Interacted with all levels of State government including the Governor's Office for Health Planning.
- Consistently managed and balanced sensitive political implications with financial issues.
- Dealt with numerous providers on their fiscal issues and requests for informal reviews of reimbursement.
- Bureau contained about 240 employees. Approximately 100 reported to the Director of Finance and Reimbursement position. These included financial staff responsible for ORACLE financials.
- Responsible for budget, financial analysis, rate setting, third party liability, data capture & control and AR/AP cash unit.
- Incorporated a monthly budget and detailed budgeting/forecasting model for MaineCare. Refined a cash flow model to insure sufficient State and Federal funds are available.
- The Certificate of Need Unit (CON) for hospitals was under this Division until combined with other CON areas.
- Executive Committee member on the new Maine Claims Management System (MECMS). This was a \$25MM to \$30MM system that became the claims processing system for MaineCare.
- Developed and maintained an interim payment system that supplemented the payments for MECMS.
- Reviewed policies and regulations for the Bureau to ensure financial issues are in compliance.

M&H Logging and Construction

Rangeley, Maine

Controller

September 2001 - November 2003

- Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.
- Initiated working capital updates and monthly closings. Included percentage-of-completion analyses.
- Managed two offices responsible for payroll, billing, accounts payable, job accounting and various other duties.
- Responsible for insurance audits and price proposal bids from insurance companies for all insurances.
- Coordinated worker's compensation cases. Managed land accounts.
- Prepared forms for sales taxes, unemployment taxes, W-2s, 1099s, fuel excise tax refunds, and other related forms.
- Kept W-9s and insurance certificates updated. A project to update these saved the companies tens of thousands of dollars in insurance fees. Maintained system hardware and software integrity.
- Updated an in-house project tracking system and devising a method to reconcile it to the Peachtree Accounting System.

Franklin Community Health Network

Farmington, Maine

Controller

October 1997 - September 2001

- Reported directly to CFO for this rural health network that had about \$63 million in revenues.
- Involved in coordination of Certificate of Need to expand hospital facilities. Expansion was about \$12.5 million.
- Vastly improved analysis and reporting tools used by the Finance Department and the Network.
- Involved with various special projects, many that involve heavy legal contact - one, providing Charity Care for the indigent, as the start-up and continuing project manager, the other, a community based health card, as a financial manager. Both were featured in the New England section of the Wall Street Journal. The former program received national attention in various large publications including the Chicago Tribune and Boston Globe. It was featured on the Today show as a revolutionary new program in health care.
- Presentations to all boards including parent, hospital, physician association and others.
- Analyzed and created budgets to obtain grants. Coordinated governmental grant audit.
- Created a consolidated network income statement, balance sheet, and self-standing statement of cash flows.
- Coordinated contracts with outside providers and strategic partners. One project, required support as a financial manager, involved a forward thinking managed care cardiovascular program saving thousands per patient on cardiac rehabilitation.
- Involved in various other strategic and tactical projects including purchases of buildings and medical practices.
- Involved in contract negotiation, including prices, and writing/formation of contracts. Created reports in MEDITECH.

WORK EXPERIENCE (Continued)

Robert Boschen, Jr.

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- Aetna, Inc and Aetna Life and Casualty** **September 1991- July 1997**
Aetna, Inc. - Aetna/US Healthcare - Midwest Region **Chicago, Illinois**
Director Planning and Budgeting **September 1996 - July 1997**
- Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.
 - Analyzed contribution margin, medical PMPM, and operating expenses on a monthly basis. Made recommendations to improve the results related to these measures.
 - Built reports and data gathering methods from foundation up. Presentations to senior management.
 - Corrected/prepared financials for startup HMO state filing. Managed special projects and financial planning staff.
- Aetna Life & Casualty Company - Pharmacy - Finance Department** **Middletown, Connecticut**
Director/CFO - Finance **February 1994 - September 1996**
- Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
 - Detailed exposure to mergers and acquisitions. Taught audit department to perform non-statistical sampling.
 - \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. Created 1996 to 1998 strategic plans.
 - Converted billing method to be in line with industry standards. This improved our competitive marketing status.
 - Responsible for financial reporting, controls, rebates, accounts payable, accounts receivable, pricing, policies and procedures, budgeting, accounting research, special projects, and other financial duties.
 - Worked on projects to improve systems, automate reports, and increase data integrity. Coordinated major project to integrate Pharmacy data and systems into Aetna standard reporting systems.
- Aetna Life & Casualty Company - Information Technology** **Hartford, Connecticut**
Expense Management Consultant & Account Representative **September 1991 - February 1994**
-
- United Technologies - Otis Elevator International/Hamilton Standard** **Connecticut**
Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin. **February 1988 - September 1991**
- Kaiser Permanente, Accountant - Medical Group** **Hartford, Connecticut, Dec 1986 - Feb. 1988**
- KMG Main Hurdman, Tax Specialist** **Stamford, Connecticut, March 1986 - Dec 1986**
-

PROFESSIONAL ORGANIZATIONS & EDUCATION

- Member of Institute of Management Accountants Member of Government Finance Officers Association
- Associate Member Maine Society of Certified Public Accountants
- The University of Connecticut, Storrs, Connecticut Master of Business Administration
- The University of Connecticut, Storrs, Connecticut Bachelor of Science in Business Administration - Finance

Andrea E. M. Gagne

WORK HISTORY

Division Director of Energy, Housing & Community Contact Offices (EHCCO)

November 2013 – Present Tri-County Community Action Programs Berlin, New Hampshire

- Ensures division's operation, budget and personnel management.
- Hire, supervise and manage EHCCO staff, including in-house and itinerant employees.
- Oversee all EHCCO programs' operations, budgets and reporting; coordinate and integrate programs' activities.
- Prepare and submit grants and proposals.
- Develop, prepare and implement program budgets, narratives, outreach plans and work plans, forecasting of revenues vs. expenditures; analysis of budget vs actual income and expenses
- Review and reconcile division financial reports; produce programmatic reimbursement requests to funders within program payment schedules; produce other reports as required
- Interact with program monitors, outside auditors, Federal agency auditors and others in review of program activities, compliance and financial accountability
- Develop new programs and funding streams as appropriate.
- Represent EHCCO and Tri-County CAP at local, state, regional and national meetings as needed.
- Assist with other TCCAP management and supervisory duties as needed.

Executive Director

October 2010 – Present Child Advocacy Center of Coos County Lancaster, New Hampshire

- Provides leadership in developing program, organizational and financial plans with the Board of Directors and other staff to advance the mission of the agency.
- Works with the Board of Directors and recommends operational objectives that support the strategic plan and to maintain a shared vision for the future of the agency.
- Hires, supervises and disciplines staff members and ensures personnel have appropriate training and education.
- Maintains a working knowledge of emerging issues and significant developments in the fields of child abuse investigations, team facilitation, and non-profit and agency administration.
- Maintains official records and documents, and assures compliance with federal, state, and local regulations.
- Manages and conducts ongoing program evaluation including outcome measures and contracts for and oversees annual financial review.
- Identifies grant opportunities, develops proposals, and produces required reports to funding sources.
- Develops relationships and maintains regular communications with funding sources.
- Manages and oversees agency's multidisciplinary team, compliance with training standards and implementation of best practice standards in a well organized, detail oriented, confidential team environment for investigative purposes in conformance with New Hampshire Attorney General Policies and accreditation standards.
- Manages and coordinates community wrap-around services for child-victims and their caregivers.

Education

- | | | | |
|-------------------------------------|-------------------------------|----|----------------|
| -Master of Public Administration | Norwich University, | VT | June, 2011 |
| -BS Criminal Justice Administration | Granite State College, | NH | December, 2007 |
| -Certificate of Paralegal Studies | College for Lifelong Learning | NH | March, 2004 |

Contractor Name: Tri-County Community Action Program, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Coughlin	Chief Executive Officer	\$140,000	0%	0
Robert Boschen	Chief Financial Officer	\$100,000	0%	0
Andrea Gagne	Energy, Housing, & Community Contact Director	\$ 50,000	0%	0



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

*43 Bond
4/9/14*

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
Fax: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 25, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$175,841 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Cross Roads House, Inc.	166570 – B001	Portsmouth	\$34,170
My Friend's Place	156274 - B001	Dover	\$36,560
The Salvation Army (Carey House)	177627 – B001	Laconia	\$33,248
The Salvation Army (McKenna House)	177627 – B003	Concord	\$39,351
Tri-County Community Action Program, Inc.	177195 - B009	Berlin	\$32,512
		Total	\$175,841

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The New Hampshire Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of

Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 5 of 14 retroactive agreements and represents \$175,841 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. The Council has already approved seven of the 14 contracts and two more will be brought forward at a later meeting. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds, formerly known as the Stewart B. McKinney Emergency Shelter Grant Program funds, provided to New Hampshire by the U.S. Department of Housing and Urban Development. Four of the vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Additionally, Tri-County Community Action Program, Inc. will utilize some funds for prevention/intervention services such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual New Hampshire Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The U.S. Department of Housing and Urban Development historically announces funding levels in the late spring. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information).

The Department assures contract compliance and provider performance through the following:

1) Annual compliance reviews are performed, including the collection of data relating to compliance with administrative rules and contractual agreements.

2) Statistical reports are submitted on a semi-annual basis from all funded providers, including various demographic information reports, as well as income and expense reports, including match dollars.

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The New Hampshire Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.


Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, resulting in a statewide increase in demand for these services on the local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, 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 shelter, health, education and treatment. Numerous jobs would also be lost since the shelter and/or resource agencies would have to close their doors or drastically reduce staff.

Area served: Statewide.

Source of funds: 100% Federal

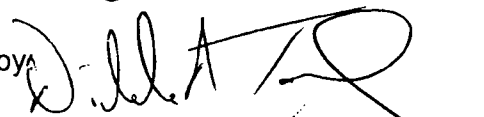
In the event that Federal funds became no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

Cross Roads House, Inc (Vendor# 166570 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

First Congregational Church - Cold Weather Shelter (Vendor# 154198 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

The Friends Program, Inc. (Vendor# 154987 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

Greater Nashua Council on Alcoholism, Inc. d/b/a Keystone Hall (Vendor# 166574 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

**Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House**

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

Harbor Homes, Inc. (Vendor# 155358-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

My Friend's Place (Vendor# 156274 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

Nashua Soup Kitchen & Shelter, Inc (Vendor# 174173 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

The Salvation Army (McKenna House) (Vendor# 177627 - B003)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

The Salvation Army (Carey House) (Vendor# 177627 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

Due to the quantity of overall proposals received, the reviewers were organized into twelve (12) teams, which met and presented their final evaluations and scores. The review committee teams included the following individuals:

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

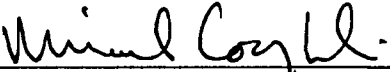
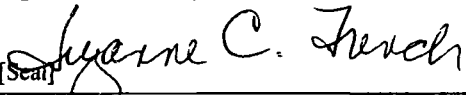
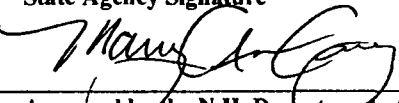
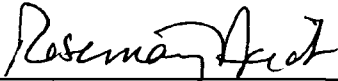
Subject: Emergency Solutions Grant Program

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number 010-042-7927-102-0731 85-95-42-423010-7927 102-500731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$32,512.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Coughlin Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> 2-20-14 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3-24-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: MC
Date: 2/20/14

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.



SCOPE OF SERVICES

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. **PROVISIONS APPLICABLE TO ALL SERVICES:**

2.1 Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

2.2 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.

2.3 The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2.4 The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.

2.5 All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.

2.6 Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

3. **SERVICES:**

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services in accordance with the description(s) cited below:



Exhibit A

- 3.1 Emergency Solutions Grant Program, 24 CFR part 576
- 3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

Service Location:
262 Cottage Street, Suite 105
Littleton, NH 03561



Exhibit B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$32,512.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Prevention expenses: \$32,512.00

Total program amount: \$32,512.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant 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. Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
- 2.2. 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.
- 2.3. 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.

wc
2/20/14



Exhibit B

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.
- 3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



Exhibit B

Emergency Solutions Grant

EXPENSE BUDGET for 2014:

EXPENSE ITEM	Federal McKinney Funds	Match
Prevention/Intervention	\$32,512.00	\$32,512.00
<i>Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness</i>		
TOTALS	\$32,512.00	\$32,512.00
TOTAL Federal+Match	\$65,024.00	



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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:
Tri-County Community Action Program, Inc.

A handwritten signature in black ink that reads "Michael Coughlin".

Name: Michael Coughlin
Title: Chief Executive Officer

2-20-14

Date