



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

MJT  
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Nicholas A. Toumpas  
 Commissioner

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September 23, 2013

Retroactive  
 77% General funds  
 23% Federal funds

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** Agreements with Family Promise of Greater Nashua, Inc. f/k/a Greater Nashua Interfaith Hospitality Network, Inc., vendor code 159372-B001, to provide services to homeless individuals, in an amount not to exceed \$40,594. This amount represents an award retroactive to January 1, 2013, upon Governor and Council approval; through June 30, 2015 for \$31,348; through December 31, 2013 for \$9,246.

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

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

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7928	102-500731	Contracts for program services	\$ 15,674.00
2015	05-95-42-423010-7928	102-500731	Contracts for program services	\$ 15,674.00
			Total	\$ 31,348.00

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

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7927	102-500731	Contracts for program services	\$ 9,246.00
			Total	\$ 9,246.00

**EXPLANATION**

This request is **retroactive** because the Department's effort to consolidate contracts to reduce administrative burden for the contractors, as well as reduce the number of submissions to Governor and Council, has resulted in certain delays in the Department completing the contract package. The request encompasses two separate contracts with the same vendor. The contracts are separated to address focus areas and the need to differentiate between funding streams.

### State Grant-In-Aid

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

The total bed nights provided by shelters in NH were:

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

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

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

### Emergency Solutions Grant Program

This agreement allocates a portion of the Stewart B. McKinney Emergency Shelter Grant Program funds provided to New Hampshire by the U.S. Department of Housing and Urban Development. The vendors shall utilize McKinney Emergency Shelter Grant and matching funds pursuant to their agreements for operations activities, including payment of shelter operational costs such as rent, utilities, insurance and supplies. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that this grant program will serve approximately 4,200 individuals statewide.

The Bureau of Homeless and Housing Services has administered this program for 25 previous rounds of federal funding.

Similar to the State Grant-In-Aid Request for Proposal, this Request for Proposal was also issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Criteria for selection was the same as that for State Grant-In-Aid funding. Fifteen (15) separate proposals that could be funded through McKinney, from 14 agencies, were evaluated and scored.

Since McKinney funds constitute a small portion of each organization's overall budget, proposals that qualified for McKinney funds were evaluated and scored with all other proposals. 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 Bureau assures contract compliance and provider performance through the following:

- 1) Annual compliance reviews are performed, including the collection of data relating to compliance with administrative rules and contractual agreements;
- 2) Statistical reports are submitted on a semi-annual basis from all funded providers, including various demographic information and income and expense reports including match dollars; and
- 3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts. As of this date, the New Hampshire Coalition Against Domestic and Sexual Violence is the only provider prohibited by NH RSA 173-B and RSA 173-C from providing client specific data into the NH Homeless Management Information System. This provider will be required to provide all required reports through an alternate data system, on the same schedule as other providers.

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

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**Area served:** The Greater Nashua area including but not limited to Nashua, Amherst, Brookline, Hollis, Litchfield, Mason, Merrimack, Milford, Mount Vernon, and through Statewide referrals.

**Source of funds:**

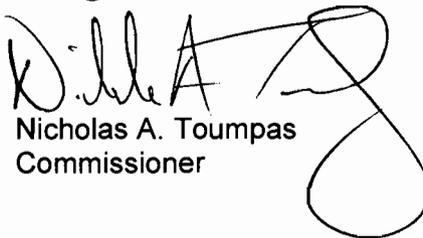
State Grant-In-Aid Funds Program- 100% General Funds, \$31,348

Emergency Solutions Grant Program- 100% Federal Funds, \$9,246

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner

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.

<b>Shelter Programs</b>	<b>Evaluation Score</b>	<b>HMIS Utilization</b>	<b>Total Score</b>
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 Stewart B McKinney (McKinney), from 14 organizations were evaluated and scored. Since McKinney funds constitute a small portion of each organization's overall budget, proposals that qualified for McKinney 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

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.

<b>Shelter Programs</b>	<b>Evaluation Score</b>	<b>HMIS Utilization</b>	<b>Total Score</b>
Laconia Area Community	98	9.8	107.8
Front Door Agency	95	10	105
Families in Transition - Concord	92.5	10	102.5
Helping Hands Outreach Ministries	92	8.6	100.6
Families in Transition - Family Place/Amherst	90.5	10	100.5
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Families in Transition - Lowell St	89.5	10	99.5
Families in Transition - Family Place/Spruce St	89.5	10	99.5
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Child and Family Services of New Hampshire	88	10	98
The Way Home	88.5	9.4	97.9
Families in Transition - Family Willows/Millyard II	88	9.2	97.2
Families in Transition - Manchester Emergency	86.5	10	96.5
Marguerite's Place, Inc	86.5	10	96.5
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
NH Coalition Against Domestic and Sexual Violence	83	8	91
Samaritans (Mary's Place)	81	9	90
Southwestern Community Services - Claremont	80.5	8.5	89
New Generations, Inc	79	9.6	88.6
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
Headrest, Inc	79	4.7	83.7
Veteran Homestead, Inc	75.5	8	83.5
Tri-County Community Action Program, Inc (Tyler Blaine)	75.5	7.5	83

<b>Prevention Programs</b>	<b>Evaluation Score</b>
AIDS Response Seacoast	103
Southwestern Community Services	99
The Way Home	99
NH Legal Assistance	98.5
Harbor Homes, Inc	98
St. John Neumann Church Outreach	98
Front Door Agency	97
Merrimack Valley Assistance Program	96.5
Belknap-Merrimack Community Action Program, Inc - New Start	96

Strafford County Community Action Committee, Inc	95
Belknap-Merrimack Community Action Program, Inc - Prevention	93
NH 211 (United Ways of New Hampshire) - Hotel	92.5
NH 211 (United Ways of New Hampshire) - Hotline	92
Child and Family Services of New Hampshire	91
Southern New Hampshire Services	89
Southern New Hampshire Services (Rockingham Program)	89
Tri-County Community Action Program, Inc	71
Veteran Homestead, Inc	61

Due to the quantity of 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
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- 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

A funding distribution formula for State Grant-In-Aid was designed during March 2013, based on the most current projections of State Fiscal Years 2014 and 2015 funding available at that time. This total was approximately 4% more than the State Fiscal Years 2012 and 2013 total of State Grant-In-Aid funding. One prevention program, Veteran Homestead, Inc, received a score of 61, which was below the guideline score of 65; therefore, they were only awarded level funding for their program. One shelter program, Veteran Homestead, Inc, was not funded, especially when taking into consideration the placement of the proposal in the rankings of the shelter program scores, because the proposal was for a new shelter request and not a renewal shelter request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Total</b>	<b>\$3,590,957</b>
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**Bridge House Shelter (Vendor# 165288 - B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$30,062
			<b>Sub-total</b>	<b>\$30,062</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$34,170
			<b>Sub-total</b>	<b>\$34,170</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$13,832
			<b>Sub-total</b>	<b>\$13,832</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$35,964
			<b>Sub-total</b>	<b>\$35,964</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$18,105
			<b>Sub-total</b>	<b>\$18,105</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$9,246
			<b>Sub-total</b>	<b>\$9,246</b>

Attachment- Bureau of Homeless and Housing Services

Financial Detail

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$41,534
			<b>Sub-total</b>	<b>\$41,534</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$36,560
			<b>Sub-total</b>	<b>\$36,560</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$42,557
			<b>Sub-total</b>	<b>\$42,557</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$41,319
			<b>Sub-total</b>	<b>\$41,319</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$39,351
			<b>Sub-total</b>	<b>\$39,351</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$33,248
			<b>Sub-total</b>	<b>\$33,248</b>

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

Attachment- Bureau of Homeless and Housing Services

Financial Detail

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$61,275
			<b>Sub-total</b>	<b>\$61,275</b>

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

<b>Class/Object</b>	<b>Class Title</b>	<b>Activity Code</b>	<b>State Fiscal Year</b>	<b>Contract Amount</b>
102-500731	Contracts for Prog Svc	42306010	2014	\$32,512
			<b>Sub-total</b>	<b>\$32,512</b>

<b>Total</b>	<b>\$469,735</b>
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Subject: State Grant-In-Aid Funds Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Family Promise of Greater Nashua, Inc. f/k/a Greater Nashua Interfaith Hospitality Network, Inc.		<b>1.4 Contractor Address</b> 180 Lowell Road Hudson, NH 03051	
<b>1.5 Contractor Phone Number</b> (603) 883-7338	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 31,348.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> <i>Frank P. Manley</i>		<b>1.12 Name and Title of Contractor Signatory</b> Frank P. Manley, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/8/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <i>June C. St. Lawrence</i>			
<b>1.13.2 Name and Title of Notary Public or Justice of the Peace</b> <i>June C. St. Lawrence</i>			
<b>1.14 State Agency Signature</b> <i>Mary Ann Cooney</i>		<b>1.15 Name and Title of State Agency Signatory</b> <i>Mary Ann Cooney</i> Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <i>John P. Herrick</i> <i>John P. Herrick, Attorney</i> On: <i>23 Sept. 2013</i>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 85% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 3%.
  - 1.4.3. 100% of program participants will advance in 6 areas along the Self-Sufficiency matrix..
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

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



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

**NH General Funds:**

SFY14           not to exceed \$15,674.00  
SFY15           not to exceed \$15,674.00

Federal Funds:           Not Applicable

**1. PROGRESS REPORTS:**

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

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

- 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.
- 2.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.
- 2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.
- 2.4. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

**3. LINE ITEM TRANSFERS:**

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

FPM  
8/8/2013



Exhibit B

State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	N/A	N/A
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$31,348.00</b>	<b>\$31,348.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	N/A	N/A
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$31,348.00</b>	<b>\$31,348.00</b>
<b>TOTAL GIA+Match</b>	<b>\$62,696.00</b>	



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:

5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.

5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).

3. Add the following to Paragraph 6.1:

6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;

6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;

6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;

6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:

6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

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



Exhibit C

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

FDM  
8/8/2013



Exhibit C

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

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



Exhibit C

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



Exhibit C

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



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

180 Lowell Road Hudson, NH 03051

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

Greater Nashua Interfaith Hospitality Network, Inc. From: 7/1/13 To: 6/30/15  
 (Contractor Name) (Period Covered by this Certification)

Frank P. Manley President  
 (Name & Title of Authorized Contractor Representative)

Frank P. Manley 8/8/2013  
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 7/1/13 through 6/30/15

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

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

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

Frank P. Manley  
(Contractor Representative Signature)  
Greater Nashua Interfaith  
Hospitality Network, Inc  
(Contractor Name)

Frank P Manley, President  
(Authorized Contractor Representative Name & Title)  
8/8/2013  
(Date)

**NH Department of Health and Human Services****STANDARD EXHIBIT F****CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

<u>Frank P. Manley</u> (Contractor Representative Signature)	<u>Frank P Manley President</u> (Authorized Contractor Representative Name & Title)
<u>Greater Nashua Freedom Hospitality Network, Inc</u> (Contractor Name)	<u>8/8/2013</u> (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

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

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

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

Frank P. Manley (Contractor Representative Signature)      Frank P. Manley, President (Authorized Contractor Representative Name & Title)  
Greater Nashua Foodbank Hospitality Network, Inc (Contractor Name)      8/8/2013 (Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT H**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Frank P. Manley (Contractor Representative Signature)      Frank P Manley, President (Authorized Contractor Representative Name & Title)  
Greater Nashua Interfaith Hospitality Network, Inc (Contractor Name)      8/8/2013 (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH DHHS  
The State Agency Name

Greater Nashua Interfaith  
Hospitality Network, Inc.  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Frank P. Manley  
Signature of Authorized Representative

MARY Ann Cooney  
Name of Authorized Representative

Frank P. Manley  
Name of Authorized Representative

Assoc. Atty Commission  
Title of Authorized Representative

President  
Title of Authorized Representative

9/30/13  
Date

8/8/2013  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Frank P. Manley                      Frank P Manley, President

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

Greater Nashua Inland  
Hospitality Network, Inc

8/8/2013

(Contractor Name)

(Date)

Contractor initials: FPm

Date: 8/8/2013

Page # 1 of Page # 1

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

192291131

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Contractor initials: FPM

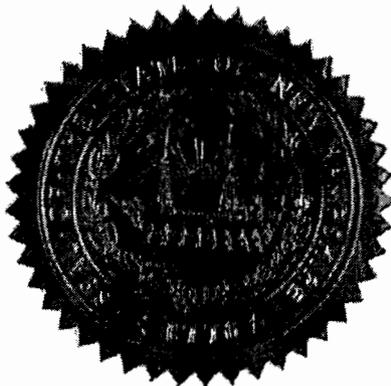
Date: 8/8/2013

Page # 1 of Page # 1

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Family Promise of Greater Nashua, Inc. is a New Hampshire nonprofit corporation formed January 26, 2001. Further, that the name was changed from GREATER NASHUA INTERFAITH HOSPITALITY NETWORK, INC. to Family Promise of Greater Nashua, Inc. on October 1, 2012 I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Sister Joan Joyal, do hereby certify that:

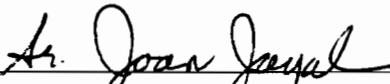
1. I am the duly elected Clerk of Family Promise of Greater Nashua at Anne-Marie House formerly known as Greater Nashua Interfaith Hospitality Network (hereinafter the "Corporation")
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Trustees of the Corporation held on August 8, 2013.

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

RESOLVED: That the President hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revision or modifications thereto, as he 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 August 8, 2013.

Frank Manley is duly elected President of the Board of Trustees

  
\_\_\_\_\_  
Signature of the Board Secretary

(Seal)  
(Corporation)

State of New Hampshire

County of Hillsborough

The foregoing Instrument was acknowledged before me this 8 day of August,

2013 by Dr. Joan Joyal  
Secretary, Board of Trustees

(Seal)  
(Notary Public)



June C St Lawrence  
Name:  
Title: Notary Public  
Commission Expires: 4/18/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/17/2013

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Family Promise of Greater Nashua, Inc. 180 Lowell Road Hudson NH 03051														

**COVERAGES**      **CERTIFICATE NUMBER: 2012-13**      **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			PHPK930272	10/31/2012	10/31/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input 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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  State of NH Dept of Health & Human Serv. Bureau of Homeless & Housing 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  F Kenneally/FAIRLE <i>Fairley Kenneally</i>
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2013

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

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

<b>PRODUCER</b> <b>The Holt Agency</b>  <b>633 Elm Street</b> <b>Milford NH 03055-0009</b>	<b>CONTACT NAME:</b> Cathy Casale <b>PHONE (A/C No. Ext):</b> (603) 673-1201 <b>E-MAIL ADDRESS:</b> Cathyc@HPMInsurance.com	<b>FAX (A/C. No.):</b> (603) 673-4825
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Family Promise of Greater Nashua</b> <b>180 Lowell Road</b>  <b>Hudson NH 03051</b>	<b>INSURER A:</b> The Keating Group	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1362706250                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A WC0106984	3/13/2013	3/13/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

<b>CERTIFICATE HOLDER</b>  <b>State of New Hampshire</b> <b>Department of Health &amp; Human Services</b> <b>Bureau of Homeless &amp; Housing</b> <b>105 Pleasant Street</b> <b>Concord, NH 03301</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Cathy Casale/CASALE <i>Cathy Casale</i>



Greater Nashua  
Interfaith Hospitality  
Network at  
Anne-Marie House

180 Lowell Road  
Hudson, NH 03051  
Tel: 603-883-7338  
Fax: 603-883-8335

---

## OUR VISION

To eliminate homelessness - one family at a time.

## OUR VALUES

**Hospitality** -- We welcome the stranger and embrace them as family.

**Faith** -- We live out our faith in relationships, to make a positive difference in the lives of others. We promote interfaith collaboration as a means to deliver the largest possible benefit.

**Respect for Every Person and Family** -- We believe in the inherent worth of each person and family – their individual faith, their privacy, their dignity, and their potential for positive growth. We embrace the socioeconomic, cultural, and racial diversity of our guest families, of our staff and of our volunteers.

**Individual Responsibility** – We emphasize the importance of individual responsibility by all guests, staff and volunteers, to promote a safe environment and healthy behaviors.

**Learning** -- We believe the success of our program is completely dependent on continual listening and learning from each other and from outside sources.

## OUR MISSION

To support the needs of families experiencing homelessness as they work to achieve sustainable income, housing and transportation.

Greater Nashua Interfaith Hospitality Network  
Geographic Areas Served

Primary service areas include the communities of:

Amherst  
Brookline  
Hollis  
Hudson  
Litchfield  
Lyndeborough  
Merrimack  
Milford  
Mont Vernon  
Nashua  
Wilton



## Family Promise® of Greater Nashua

at *Anne-Marie House*

180 Lowell Road

Hudson, NH 03051

Phone: 603-883-7338

Fax: 603-883-8335

E-mail: [info@annemariehouse.org](mailto:info@annemariehouse.org)

Web: [www.annemariehouse.org](http://www.annemariehouse.org)

Facebook: [www.facebook.com/  
annemariehouse](http://www.facebook.com/annemariehouse)

## We Have an Announcement!

It is with great pleasure that we announce we are changing our organization name from Greater Nashua Interfaith Hospitality Network (d/b/a Anne-Marie House) to **Family Promise of Greater Nashua**.

The name change is a strategic decision that builds upon our important relationship with Family Promise®, of which we have always been an affiliate. Family Promise is a national nonprofit organization whose mission is to help homeless and low-income families achieve sustainable independence.

Our contact information and tax ID number will remain the same; however, our logo has a new look. If you have any questions, please do not hesitate to give us a call.



## MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

### INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Family Promise of Greater Nashua, Inc.

We have audited the accompanying financial statements of Family Promise of Greater Nashua, Inc. (a nonprofit organization), which comprise the Statement of Financial Position as of December 31, 2012, and the related Statements of Activities, Functional Expenses, and Cash Flows for the year then ended, and the related notes to the financial statements.

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

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

#### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 Family Promise of Greater Nashua, Inc. as of December 31, 2012, 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.

*Melanson, Heath + Company P.C.*  
April 30, 2013

State of New Hampshire  
Bureau of Homeless and Housing Services  
Request for Proposals and  
Application for Funding

**4. 12 Month Budget Form: Emergency Shelter Program Proposals**

	[A] Budget Requirements	[B] Direct Incremental Cost	[C] Indirect Fixed Cost	[D] Funding Request This Program: (Columns B + C)	[E] Matching Funds*	[F] Total Budget: This Program (Columns D + E)	[G] Total of all program budgets of this organization (Must be equal to or greater than Column F)
1							
2	<b>Operations:</b>						
3	Occupancy		70,980	10,000		10,000	
4	Sal/Ben/Taxes	90,700					
5	All Other	33,627			207,420	207,420	
6	<b>Operations Sub-Total (sum of rows 3-5):</b>	124,327	70,980	10,000	207,420	217,420	
7							
8	<b>Essential Services:</b>						
9	Sal/Ben/Taxes	80,600		15,000		15,000	
10	Guest Support	29,343					
11	Other						
12	<b>Essential Services Subtotal (sum of rows 9-11):</b>	109,943		15,000		15,000	
13							
14	<b>Total Program Budget (Add rows 6+12)</b>	234,270	70,980	25,000	207,420	232,420	

*\*The total of Column E row 14 must be at least equal to the total in Column D row 14.*

	[A] Budget Requirements	[B] Direct Incremental Cost	[C] Indirect Fixed Cost	[D] Funding Request This Program: (Columns B + C)	[E] Matching Funds*	[F] Total Budget: This Program (Columns D + E)	[G] Total of all program budgets of this organization (Must be equal to or greater than Column F)
15	<b>Matching Resources: What are the sources of the matching funds that are listed in column E?</b>						
16							
17							
18							
19							
20							
21							
22							
				<b>Total: Matching funds (Must Equal Column E, Row 14)</b>			
						207,420	

**FAMILY PROMISE OF GREATER  
NASHUA, INC.  
Financial Statements**

**For the Year Ended December 31, 2012**

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

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FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Financial Position

December 31, 2012

(With Comparative Totals as of December 31, 2011)

			<u>Totals</u>	
	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	<u>2012</u> <u>Total</u>	<u>2011</u> <u>Total</u>
<u>ASSETS</u>				
Current Assets:				
Cash and cash equivalents	\$ 68,431	\$ 46,767	\$ 115,198	\$ 109,218
Accounts receivable	233	-	233	155
Prepaid insurance	4,070	-	4,070	3,946
Total Current Assets	<u>72,734</u>	<u>46,767</u>	<u>119,501</u>	<u>113,319</u>
Property and Equipment, net	<u>26,291</u>	<u>-</u>	<u>26,291</u>	<u>12,151</u>
Total Assets	<u>\$ 99,025</u>	<u>\$ 46,767</u>	<u>\$ 145,792</u>	<u>\$ 125,470</u>
<u>LIABILITIES AND NET ASSETS</u>				
Current Liabilities:				
Accounts payable	\$ 4,704	\$ -	\$ 4,704	\$ 989
Accrued expenses	4,208	-	4,208	6,254
Other liabilities	9,810	-	9,810	-
Total Current Liabilities	<u>18,722</u>	<u>-</u>	<u>18,722</u>	<u>7,243</u>
Net Assets	<u>80,303</u>	<u>46,767</u>	<u>127,070</u>	<u>118,227</u>
Total Liabilities and Net Assets	<u>\$ 99,025</u>	<u>\$ 46,767</u>	<u>\$ 145,792</u>	<u>\$ 125,470</u>

See accompanying notes to the financial statements

FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Activities

For the Year Ended December 31, 2012  
(With Comparative Totals for the Year Ended December 31, 2011)

			Totals	
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
Support and Revenue:				
Contributions	\$ 188,464	\$ 47,159	\$ 235,623	\$ 270,978
Special events, net	104,661	-	104,661	88,740
In kind donations	1,615	-	1,615	-
Interest income	15	-	15	113
Miscellaneous income	-	-	-	3
Net assets released from restriction	<u>64,532</u>	<u>(64,532)</u>	<u>-</u>	<u>-</u>
 Total Support and Revenue	 359,287	 (17,373)	 341,914	 359,834
Expenses:				
Program services	207,797	-	207,797	202,055
General and administrative	56,147	-	56,147	52,231
Fundraising	<u>69,127</u>	<u>-</u>	<u>69,127</u>	<u>61,607</u>
 Total Expenses	 <u>333,071</u>	 <u>-</u>	 <u>333,071</u>	 <u>315,893</u>
 Change in Net Assets	 26,216	 (17,373)	 8,843	 43,941
Net Assets, Beginning of Year	<u>54,087</u>	<u>64,140</u>	<u>118,227</u>	<u>74,286</u>
Net Assets, End of Year	<u>\$ 80,303</u>	<u>\$ 46,767</u>	<u>\$ 127,070</u>	<u>\$ 118,227</u>

See accompanying notes to the financial statements

FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Functional Expenses

For the Year Ended December 31, 2012  
(With Comparative Totals for the Year Ended December 31, 2011)

	Program Services	General and Administrative	Fundraising	2012 Total	2011 Total
Advertising and promotion	\$ -	\$ 891	\$ -	\$ 891	\$ 926
Client services	46,866	-	-	46,866	15,783
Communications	3,546	52	115	3,713	8,682
Conferences, conventions, and meetings	1,285	-	-	1,285	779
Depreciation	6,885	-	-	6,885	4,958
Employee benefits	207	620	207	1,034	2,176
Grant expenses	10,000	-	-	10,000	31,708
Insurance	11,967	177	387	12,531	13,365
Information technology	-	111	4,570	4,681	1,141
Equipment leases	-	2,580	-	2,580	2,797
Miscellaneous	-	1,360	-	1,360	1,328
National affiliation fees	4,132	-	-	4,132	3,764
Occupancy	9,168	135	297	9,600	10,400
Payroll processing fees	267	161	273	701	620
Payroll taxes	4,722	2,858	4,846	12,426	11,581
Postage	261	-	-	261	362
Printing	-	-	-	-	159
Professional fees	-	11,900	-	11,900	5,200
Repairs and maintenance	2,059	30	67	2,156	4,847
Salaries and wages	55,425	33,547	56,884	145,856	144,215
Supplies	4,354	1,049	-	5,403	763
Travel	895	-	-	895	2,452
Utilities	45,758	676	1,481	47,915	47,887
Total expenses	\$ 207,797	\$ 56,147	\$ 69,127	\$ 333,071	\$ 315,893

See accompanying notes to the financial statements

FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Cash Flows

For the Year Ended December 31, 2012  
 (With Comparative Totals for the Year Ended December 31, 2011)

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 8,843	\$ 43,941
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	6,885	4,958
(Increase) Decrease In:		
Accounts receivable	(78)	(155)
Prepaid expenses	(124)	327
Increase (Decrease) In:		
Accounts payable	3,715	(8,038)
Accrued expenses	(2,046)	583
Other liabilities	9,810	(1,005)
	<hr/>	<hr/>
Net Cash Provided By Investing Activities	27,005	40,611
Cash Flows From Investing Activities:		
Proceeds from sale of investments	-	15,850
Purchase of fixed assets	(21,025)	(1,310)
	<hr/>	<hr/>
Net Cash Provided (Used) By Investing Activities	(21,025)	14,540
Net Increase	<hr/> 5,980	<hr/> 55,151
Cash and Cash Equivalents, Beginning of Year	<hr/> 109,218	<hr/> 54,067
Cash and Cash Equivalents, End of Year	<hr/> <u>\$ 115,198</u>	<hr/> <u>\$ 109,218</u>

See accompanying notes to the financial statements

# FAMILY PROMISE OF GREATER NASHUA, INC.

## Notes to the Financial Statements

### 1. Organization

Family Promise of Greater Nashua, Inc. (the Organization), is a New Hampshire nonprofit corporation. Located in Hudson, New Hampshire, the Organization is a collaborative effort of religious congregations, social service agencies and community volunteers that provide emergency transitional housing, meals, and supportive services to homeless families within Hudson, New Hampshire and surrounding communities.

The Organization operates under the name of Family Promise of Greater Nashua at Anne-Marie House.

### 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 a 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.

### 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

Family Promise of Greater Nashua, 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 2011, 2010, and 2009 are subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended December 31, 2012, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended December 31, 2011, from which the summarized information was derived.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

### Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from January 1, 2013 through April 30, 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 \$115,198 and \$109,218 at December 31, 2012 and 2011. 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 December 31, 2012. The bank balance is categorized as follows:

Insured by FDIC	\$	65,980
Insured by SIPC		48,547
Uninsured		<u>4,373</u>
Total Bank Balance	\$	<u><u>118,900</u></u>

### **4. Property, Equipment and Depreciation**

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

	<u>2012</u>	<u>2011</u>
Leasehold improvements	\$ 26,883	\$ 26,883
Furniture, fixtures, and equipment	26,927	5,902
Office equipment	<u>5,145</u>	<u>5,145</u>
Subtotal	58,955	37,930
Less: accumulated depreciation	<u>(32,664)</u>	<u>(25,779)</u>
Total	<u><u>\$ 26,291</u></u>	<u><u>\$ 12,151</u></u>

Depreciation expense for the year ended December 31, 2012 and 2011 totaled \$6,885 and \$4,958.

5. **Accrued Expenses**

Accrued expenses consist of the following at December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
National affiliation fees	\$ 4,000	\$ 3,608
Other miscellaneous fees	<u>208</u>	<u>2,646</u>
Total	<u>\$ 4,208</u>	<u>\$ 6,254</u>

6. **Temporarily Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Auto repairs	\$ 5,680	\$ 3,430
Business venture options/plan	20,000	-
Capacity building	225	-
Celebrations	1,382	1,802
Clothing	102	102
Cribs and mattresses	7,208	500
Dehumidifier	600	-
Energy improvements	299	526
Flooring replacement	1,000	1,000
Gift Works software	-	2,250
Guest development	-	1,000
Guest education	-	2,000
Guest transportation	-	1,835
Homeless prevention	-	2,199
Individuals	-	-
Legal fees	-	6,000
Lighting fixtures	1,000	-
Lighting fixtures and window shades	-	21,200
Make Someone Happy	-	10,000
Memorial library	1,080	200

(continued)

(continued)

Pantry	262	8,617
Play yard equipment	-	500
Refrigerator/freezer	2,929	-
Storage supplies	-	-
Tables and chairs	5,000	-
Washing machines and detergent	-	979
	<u>          </u>	<u>          </u>
Total	\$ <u>46,767</u>	\$ <u>64,140</u>

**7. Net Assets Released from Restriction**

Net assets are released from program restrictions by incurring expenses satisfying the restricted purposes.

**8. Operating Leases**

The Organization leased office space under the terms of a non-cancellable lease agreement that expired on July 31, 2012. Rent expense under this agreement totaled \$9,600 for the years ended December 31, 2012 and 2011.

The Organization also leases office equipment under a non-cancellable lease agreement that expired in December 2012. Equipment rental expense totaled \$2,583 for the years ended December 31, 2012 and 2011.

Estimated future minimum lease payments on the above leases are as follows:

<u>Year</u>	<u>Amount</u>
2013	\$ <u>9,600</u>
Total	\$ <u>9,600</u>

**9. 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 carrying amounts of cash and cash equivalents are classified as Level 1 and approximate fair value because of the short maturity of those financial instruments.

## 10. **Name Change**

During 2012, the Organization changed its name from Greater Nashua Interfaith Hospitality Network, Inc. to Family Promise of Greater Nashua, Inc.



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077550279  
Apr. 17, 2013 LTR 4168C 0  
02-0528837 000000 00

00039468  
BODC: TE

FAMILY PROMISE OF GREATER NASHUA  
INC  
GREA  
% ROBERT MARKS  
180 LOWELL RD  
HUDSON NH 03051-4907

15318

Employer Identification Number: 02-0528837  
Person to Contact: Sophia Brown  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 01, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 2002.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Anne-Marie House  
Board of Trustees  
January 26, 2013

**President:**

**Frank Manley (Jan. 2014) \*\***

**Rev. Tom Getchell-Lacey (Jan. 2014)\*\***

**Vice-President:**

**Robert Otto (Jan. 2013)\*\***

**Mike Hatem (Jan. 2016)\***

**Treasurer:**

**Brenda S. Hodgkiss (Jan. 2012)\***

**Howard Jacob (Jan. 2016)\***

**Secretary:**

**Sister Joan Joyal, pm (Jan. 2014)\***

**Employer: Round River Conservation Studies**

**Rebecca Liubakka (Jan. 2016)\***

**Richard Ball (Jan. 2014)\***

**Jeremy Milani (Jan. 2016)\***

**Jerry Leclerc (Jan. 2014)\*\***

**\*First Term (Date term ends)**

**\*\* Second Term (Date Term ends)**

**Updated: January 27, 2013**

## LEE BRUDER, MA, CPS

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### LEADERSHIP COACHING ... TEAM DEVELOPMENT ... CHANGE MANAGEMENT

Consulting professional capable of significant impact on organizational issues with respect to executive development, strategic planning and alliances, and dissolution.

#### SUMMARY OF QUALIFICATIONS

Masters degree with and Certificate in Organizational Development; extensive professional experience in leadership development, partnerships and alliances, administration, and employee education, motivation and management. Demonstrated ability for working with diverse groups of people producing effective long-term results. Creative, self-motivated, energetic, well focused with strong presentation, communication, and organizational skills.

Expertise and Knowledge in such areas as:

- |  |                            |
|--|----------------------------|
| - COACHING FOR EXECUTIVES & MANAGERS   | - ORGANIZATION DEVELOPMENT |
| - BOARD TRAINING & STRATEGIC PLANNING  | - TEAM BUILDING            |
| - CHANGE MANAGEMENT                    | - TIME MANAGEMENT          |
| - LEADERSHIP & GOVERNANCE DEVELOPMENT  | - COALITION BUILDING       |
| - TRAINING & PROFESSIONAL FACILITATION | - STRATEGIC ALLIANCES      |

#### SELECTED ACCOMPLISHMENTS

- Designed and delivered a number of one and two-day board development retreats for various nonprofit organizations from New Hampshire to New Mexico.
- Coaching and Team Building - with middle management team to increase employee productivity. In less than a year productivity increased by 30%.
- Former founding Board Chair for local prevention coalition. Hired and supervised Coalition Director; trainer in Prevention Ethics and Community Mobilization.
- Managed budget of \$4.2 Million; doubled Medicaid revenues through expanded services and exceeded budget projections for six consecutive years.
- Conflict Resolution and Team Building for university, town employee and town resident stakeholder group.
- Changed organizational emphasis from one of intervention to one of prevention and recovery.
- Created a collaborative of community leaders and co-wrote a successful \$375,000 grant over 3 years for a substance abuse prevention program.
- Supervised 18 managers (representing 125+ employees) motivating them to pursue excellence with education, support, clear and stated expectations and objective feedback.

**PROFESSIONAL EXPERIENCE**

<b>Organization Development Consultant &amp; Executive Coach</b>	1/2004 - Present
<b>NH DHHS, Bureau of Drug and Alcohol Services</b>	
Center for Excellence Consultant	11/2010 – 9/2012
Leadership Development Institute Mentorship Coordinator	8/2008 – 6/2010
<b>Creating Positive Change Coalition</b>	
Executive Director	6/2006 – 2/2008
Interim Director	2005 - 2006
<b>Monadnock Family Services</b>	
Director of Outpatient Operations and other management and clinical positions	1980 - 2003

**COMMUNITY BOARDS OF DIRECTORS**

Women's Crisis Services of the Monadnock Region, 1989 – 1994, Secretary, Vice-chair  
 Community Prevention Collaborative, 1999 – 2003, Founding Chair, Treasurer  
 Monadnock Collaborative, 2001 - 2003, Treasurer  
 Families And Communities Together, 1995 – 2003, Secretary  
 The Family Center, 2003  
 Thorndike Pond Conservation Association, 2000 – 2004, President  
 Forest's Ramp Association, Trustee, 1995 – 2007, President, Secretary/Treasurer  
 Jaffrey Betterment Corporation, 2005-2009  
 Jaffrey Chamber of Commerce, 2005-Present, Vice President, President, Immediate Past President

**EDUCATION**

Organizational Consulting Program (advanced training) 2009-2010  
 ATTC/State Sponsored Alcohol Tobacco and Other Drug Leadership Institute, 2007  
 ATOD Training of Trainers / NH Office of Alcohol & Drug Policy, Concord, NH, 2005  
 Leadership Monadnock, 1999  
 Organizational Management Courses, Antioch / New England Graduate School, Keene, NH  
 MA, Counseling Psychology, Antioch / New England Graduate School, Keene, NH 1980

**CERTIFICATION/HONORS**

Directors Award for outstanding service, Jaffrey Chamber of Commerce, 2013  
 New Hampshire Certified Prevention Specialist, 2006-Present

**PARTIAL CLIENT LIST**

Aids Response Seacoast, Portsmouth, NH  
 Bridges to Prevention, Plymouth, NH  
 Carroll County Juvenile Justice Project  
 Cathedral of the Pines, Rindge, NH  
 Concord Substance Abuse Coalition, Concord, NH  
 Consensus Technologies, Peterborough, NH  
 Creating Positive Change Coalition, Peterborough, NH  
 Franklin Pierce University/Town of Rindge, Rindge, NH  
 Harvard College, Center for Public Interest Careers, Cambridge, MA  
 Landmark College, Putney, VT  
 Makin' It Happen Coalition for Resilient Youth, Manchester, NH  
 Monadnock Voices for Prevention, Keene, NH  
 New Hampshire Taskforce on Women and Recovery, Manchester, NH  
 New Futures, Concord, NH  
 New Outlook Teen Center, Exeter, NH  
 Raymond Coalition for Youth, Raymond, NH  
 Zia Girl Scout Council, Ruidoso, NM

## JUNE C. ST. LAWRENCE

### EDUCATION

BS Elementary Education and Special Education, Keene State College, Keene, NH  
Master Level Course Work in Testing/Special Education at Keene State College  
Master Level Course Work in Counseling Psychology at Boston College

### AWARDS

Outstanding Citizenship Stipend  
Special Education - Junior Year Tuition Stipend  
Outstanding Paraprofessional Award for the State of NH

### WORK EXPERIENCE

**Family Support Coordinator** - Greater Nashua Interfaith Hospitality Network, Inc., Hudson, NH: Part-time family case management for a transitional housing program for homeless families. (present)

**4th Grade Teacher** - Fairgrounds Elementary School, Nashua, NH: Responsible for teaching 26 children including children with diverse socio-economic backgrounds, learning disabilities, retardation, and emotional challenges. Started a "Building Community" plan to develop positive student self-esteem and behavior management. (2 Months - left due to health problems)

**Special Education Paraprofessional** - Fairgrounds Elementary School, Nashua, NH: Case management/teacher support for students with ADD/ADHD, Pervasive Developmental Disabilities, Downs Syndrome, Developmental and Language Disabilities. Advocated students' needs to receive support services for physical therapy, occupational therapy, speech therapy, counseling, & adaptive physical education. Paraprofessional: Responsible for teaching computer skills in a lab setting to students in the 2nd - 6th grade. Planned and taught all lessons. (5 Years)

**Preschool Director** - Chapel School, Nashua, NH: Responsible for school's compliance with state regulations; school administration (3 teachers, parent volunteers, school board and church board); developed curriculum, handbook, skill level reporting system; earned first NAEYC accreditation; designed school logo. (2 years)

**Special Education Teacher/Case Manager** - Peterborough Middle School, Peterborough, NH: Wrote educational plans and managed special services. Active participant in special needs team, parent support services, home visits, and high school/community vocational liaison. Taught 5th - 8th grade students identified as learning disabled, emotionally handicapped, mentally retarded, attention deficit disorder and autistic. Wrote behavioral and educational plans. Developed curriculum guides in all content areas with an additional emphasis on life skills and social/emotional health. Started a school bookstore and lunch program run entirely by special education students. Co-authored a grant for a parenting course on adolescent sexuality. Taught course. (6 years)

**Director of Alternative HS Education Program** - Peterborough, NH: Authored and directed grants for High School Equivalency and Adult Basic Education. Directed grant for Adult Performance Level education. Liaison between 2 area high schools and their administrative and guidance staff. Met with Human Resource managers in local industry to facilitate GED participation for their employees. Regularly attended state level meetings and conferences. Taught high school equivalency language arts classes. Hired and supervised 3 staff positions. Facilitated publicity, graduation ceremonies, and guest speakers. (2 years)

## **JUNE C. ST. LAWRENCE**

**Assistant Director for Adult Education** - Peterborough, NH: Responsible for publicity, bookkeeping, public relations, brochure design and administrative support for large community education program. (1 year)

**Special Education Teacher** - Woodbury, NJ: Taught mainstreamed special education students age 11 - 15, developed program that involved lengthening the school day from 1/2 day to whole day which included a change in philosophy and building from elementary to junior high. Wrote educational plans, designed curriculum and taught all academic areas with educational support to school specialists. (2 years)

### **VOLUNTEER WORK**

**Key Coordinator for Anne-Marie House** - Hudson, NH: Responsible for organizing volunteers to staff an entire week of hosting responsibilities for homeless families. Assisted with varying projects for guests such as child behavior plans, job search, housing search, chore lists, & guest guidelines. (2 years)

**Church In Society** - Church committee member serving global and local issues regarding poverty (6years)

**CROP Walk**—Education Coordinator (6 years)

**Youth Leader for the NH Youth Interfaith Council** - Southern NH: Started an original program for interfaith activities which involves youth from the Baha'i, Christian, Judaic, and Muslim faith traditions. Includes visits and fellowship with each faith community while seeking to build bridges and to facilitate world peace. (3 years)

**Youth Facilitator for Children of Abraham Series and "The Golden Rule" Workshop** – Southern New Hampshire Interfaith Communities: Assisted with a triologue discussion series between Christians, Jews, and Muslims. Organized a youth interfaith religious fair to promote understanding among religions (3 years)

**Preschool Board Member** - Chapel School, Christ the King Lutheran Church, Nashua, NH: Vice President (5 years)

**Sunday School Teacher and Youth Leader** - Christ the King Lutheran Church, Nashua, NH (8 years)

**Cub Scout Leader and Committee Chair** - Nashua, NH (5 years)

**PTO President** - Ledge Street School, Nashua, NH (1 year)

**Committee Member:** NH Foundation Aid Formula Review with School Superintendent, Berard Massey; Hiring Committee for Elementary School Principal; Parent Advocacy Group to Promote Nashua Funding for Quality Education

**Member of Board of Directors** - Monadnock Workshop, Peterborough, NH: Served as secretary and fundraiser on a 7 member board responsible for overseeing the operation of a school, sheltered workshop, vocational training center and two group homes for handicapped adults. (5 years)

## **JUNE C. ST. LAWRENCE**

### **PROFESSIONAL DEVELOPMENT/COURSEWORK/CONFERENCES**

- Substance Abuse Training—Part I
- Case Management Training
- Crisis Prevention Intervention
- Homelessness and Trauma Training
- Trauma Informed Case Management
- Health Kids
- NH Easy
- NAMI—Family to Family Course
- “Homeless Management and Information Systems” Training
- Parenting Journey Facilitator Training
- 1-2-3 Magic (Parenting Program)
- More 1-2-3 Magic (Parenting Program)
- “A Safe Place” Training—Running A Domestic Violence Support Group
- “SOAR” Training—Social Security Advocacy
- Children Without Homes Conference
- “Families First” Workshop
- “McKinney Vento” Workshop
- Family Promise Conference
- Grant Writing Workshop
- “Community Resource and Referrals” Workshop
- “Family Promise Mentoring Program”
- NH Council on Homelessness Conference
- Suicide Hot Line Training
- Anger Management
- Mental Illness: Bipolar, Depression, Anxiety, Obsessive Compulsive Disorder, Oppositional Defiance, Borderline Personality Disorder
- Behavioral Interventions; Building Community with Inner City Children
- Addictions
- Alcoholics and Narcotics Anonymous, Al-Anon
- Teen Pregnancy and Adolescent Sexuality
- Child Abuse and Neglect
- Crisis Intervention
- Affective and Cognitive Therapies
- Reality Therapy, Advanced Reality Therapy, & “Take Effective Control of Your Life” with Dr. William Glaser
- Vocational Education
- Computer Technology

## Tami Kaye McKay

### Contact Information:

Objective: obtain the position of Volunteer Coordinator at Anne-Marie House

Education: diploma Registered Nurse, St. Luke's School of Nursing, Fargo, ND

Employment History: Neonatal Intensive Care Units @ St. Alexius Hospital, Bismarck, ND and Monterey Park Hospital, Montebello, CA; Elementary School substitute Nurse and Classroom Teacher, After School Care Attendant, and Office Assistant @ Presentation of Mary Academy, Hudson, NH; and Respite Caregiver and Companion Care provider, Nashua, NH.

Community Involvement: Christ the King Congregation Council (past President, current member), Parish Education Ministry Team Coordinator, Chapel School Council, Youth Ministry Advisory Committee, Women of the Evangelical Lutheran Church (past President, current member), Evangelism Ministry Team Liaison, Nashua West Volunteer Coordinator, and Anne-Marie House Volunteer Team Member

Qualifications: compassionate heart, joy of service, and strong interpersonal and communication skills

Personal History: blessed at-home Mom of 3 teenage sons, married 25 years, mid-West upbringing with Scandinavian + Lutheran roots, passion for faith-based volunteering, and Gifts to share

What joy is mine to currently and regularly volunteer at Anne-Marie House and serve at Christ the King Lutheran Church! I am blessed with time to share and a family that's supportive and engaged in faith-based activities/volunteerism. Ingrained is "to whom much is given, much is required"; it's a heart response grounded in love and grace. It would be my privilege to serve with the staff, volunteers and guests at Anne-Marie House providing support and lifting spirits in the capacity of Volunteer Coordinator.

References: Pastor Timothy Keyl 603.882.6142, June Nolet 603.889.6054, and Gail Schevey 603.424.6960

# SHERRY DUTZY

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Successful business development/marketing professional with experience in corporate and non-profit sectors seeks to apply her creativity, energy, and business acumen to meet organizational goals.

## ***PROFESSIONAL SKILL SET***

**Self-motivated**, self-challenging professional with broad consultative sales and marketing skills

**Solid analytical skills** with the ability to identify critical business opportunities and translate them into marketing and sales strategies to meet organizational goals

**Creative thinker** with initiative, attention to detail and follow-through on projects

**Ability to learn quickly**, enjoys working in a fast-paced environment

**Relationship-builder who works well independently** and in team environments

**Strong communication skills** - written, verbal, presentation, and computer

**Effective Customer Relationship Management Skills** in working with internal and external customers

## ***EXPERIENCE/SKILLS SUMMARY***

### ***Social Work Experience/Accomplishments -7 years***

*Worked in hospital, nursing home, and community mental health settings doing therapy and case management*

Hospital and nursing home positions involved community outreach, referral services, etc. to support the needs of patients and their families.

### ***Higher Education Experience/Accomplishments - 1 ½ years***

*Responsible for driving enrollment growth by identifying opportunities in vertical markets such as healthcare, education, and corporations as well as community college transfer students*

This position combined my business development, relationship-building, and marketing skills to create and manage various programs to increase alumni loyalty and enrollment among graduate, evening, and transfer populations. I created and implemented several marketing campaigns to support this business development function

### ***Domestic Sales/Marketing/Business Experience/Accomplishments – 20 years***

*Responsible for selling various technical hardware and software products directly and through various channel partners throughout the eastern portion of the US; consistently at or above quota*

- Sold fiber optic test equipment and RF antennas to the telecommunications industry. The companies I worked for ranged in size from \$5M - \$500M.
- Sold email, voice recognition, and fax software for the AS400 to small businesses. This involved a great deal of phone prospecting.
- Had various sales support/inside sales roles where I initiated and managed the process to gain GSA Schedule 70 approval and managed the ordering and auditing process for several years, created and implemented policies and procedures for sales administration, customer support and channel management, and supported outside sales teams, prospected for new business, provided customer service to existing accounts, gave product demonstrations via the web.

## ***International Business Development Experience/Accomplishments – 8 years***

*Responsible for developing business in Asia Pacific with experience in some South American countries for corporations selling products to produce and verify secure identification documents such as passports, national identity cards, and driver licenses*

In these positions I sold both technical hardware products (passport and ID printers, passport readers) and software such as facial and iris recognition. Responsibilities and accomplishments included:

- Identifying target markets, key partners
- Creating and implementing go-to-market strategies
- Developing relationships with those key government personnel responsible for proposal development and decision-making
- Managing internal technical resources to get the needs of the business partner and their clients' met
- Creating and managing cross-divisional teams for bid responses.
- Won \$5M contract for a passport/ID system

## ***VOLUNTEER EXPERIENCE***

Served on the board of the Nashua Humane Society – 2 years

Chaired the Friends of the Nashua Symphony Holiday House Tour – 1 year

Chaired the Friends of the Nashua Symphony Holiday House Tour Marketplace – 2 years

Worked on various political campaigns – 2000, 2010, 2012

## ***ON A MORE PERSONAL NOTE***

Customers and colleagues comment on my ability to quickly absorb new concepts, present myself as having a strong grasp of the market, the problems to be solved, and the direction needed to meet organizational goals.

I do best in organizations that are collaborative and provide employees with the autonomy necessary to do their job.

Working, making a contribution, and being part of an organization is an important part of my life. I enjoy learning and am perennially studying French and learning more about other cultures.

## ***EDUCATION***

***MBA*** Northeastern University, Marketing concentration

***MS*** Boston University

***BA*** California State University/Long Beach

Michigan State University

Family Promise of Greater Nashua			
Salaries			
2013			
<b>Name</b>	<b>Position</b>	<b>Salary/Pay</b>	<b>Comments</b>
Bruder, Lee	Interim Executive Director	\$810.00	Weekly
St. Lawrence, June	Director of Family Support	\$566.40	Weekly
McKay, Tami	Director of Volunteer Engagement	\$576.92	Weekly
Dutzy, Sherry	Interim Director of Development	\$360.00	Weekly

Subject: Emergency Solutions Grant Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Family Promise of Greater Nashua, Inc. f/k/a Greater Nashua Interfaith Hospitality Network Inc. d/b/a Anne-Marie House		<b>1.4 Contractor Address</b> 260 Highland Street Plymouth, NH 03264	
<b>1.5 Contractor Phone Number</b> (603) 883-7338	<b>1.6 Account Number</b> 05-95-42-423010-7927	<b>1.7 Completion Date</b> December 31, 2013	<b>1.8 Price Limitation</b> \$ 9,246.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> <i>Frank P. Manley</i>		<b>1.12 Name and Title of Contractor Signatory</b> Frank P. Manley, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/5/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <i>June C St Lawrence</i>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <i>June C St. Lawrence</i>			
<b>1.14 State Agency Signature</b> <i>Mary Ann Cooney</i>		<b>1.15 Name and Title of State Agency Signatory</b> <i>Mary Ann Cooney</i> Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <i>Jeanne P. Herick, Attorney</i> On: <i>23 Sept. 2013</i>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**Emergency Solutions Grant**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

- 2.1. Stewart B. McKinney Program, 24 CFR part 576
- 2.2. 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.

FPM  
8/8/2013



**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;  
2013: not to exceed \$ 9,246.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$9,246.00  
Total program amount: \$9,246.00

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



Exhibit B

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; Stewart B. McKinney Homeless Assistance Act and all applicable regulations.

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.

- 3.3. 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 2013:

<i><b>EXPENSE ITEM</b></i>	<i><b>Federal McKinney Funds</b></i>	<i><b>Match</b></i>
Operations	\$9,246.00	\$9,246.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
<b>TOTALS</b>	<b>\$9,246.00</b>	<b>\$9,246.00</b>
<b>TOTAL Federal+Match</b>	<b>\$18,492.00</b>	



Exhibit C

Special Provisions

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

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



Exhibit C

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



Exhibit C

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

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



Exhibit C

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



Exhibit C

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



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

180 Lowell Road Hudson, NH 03051

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

Greater Nashua State Network, Inc.  
Integrative Hospital From: 7/1/13 To: 6/30/15

(Contractor Name)

(Period Covered by this Certification)

Frank P. Monley  
 (Name & Title of Authorized Contractor Representative)

President

Frank P. Monley  
 (Contractor Representative Signature)

8/8/2013  
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 7/1/13 through 6/30/15

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

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

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

<p><u>Frank P. Manley</u> (Contractor Representative Signature)</p> <p><u>Greater Nashua Free Faith Hospitality Network, Inc</u> (Contractor Name)</p>	<p><u>Frank P Manley, President</u> (Authorized Contractor Representative Name &amp; Title)</p> <p><u>8/8/2013</u> (Date)</p>
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**NH Department of Health and Human Services****STANDARD EXHIBIT F****CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

<u>Frank P. Manley</u> (Contractor Representative Signature)	<u>Frank P Manley, President</u> (Authorized Contractor Representative Name & Title)
<u>Greene Nashua Interfaith Hospitality Network, Inc</u> (Contractor Name)	<u>8/8/2013</u> (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

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

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

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

Frank P. Manley (Contractor Representative Signature)      Frank P Manley, President (Authorized Contractor Representative Name & Title)

Greater Nashua  
Interfaith Hospitality  
Network, Inc (Contractor Name)      8/8/2013 (Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT H**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Frank P. Manley                      Frank P. Manley, President  
(Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Greater Nashua Interfaith Hospitality Network                      8/8/2013  
(Contractor Name)                      (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Frank P. Manley      Frank P. Manley      President

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

Greater Nashua Interfaith  
Hospitality Network, Inc

8/8/2013

(Contractor Name)

(Date)

Contractor initials: FPM

Date: 8/8/2013

Page # 1 of Page # 1

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

<u>NH DHHS</u> The State Agency Name	<u>Greater Nashua Interfaith Hospitality Network Inc</u> Name of the Contractor
<u>Mary Ann Cooney</u> Signature of Authorized Representative	<u>Frank P. Manley</u> Signature of Authorized Representative
<u>MARY Ann Cooney</u> Name of Authorized Representative	<u>Frank P Manley</u> Name of Authorized Representative
<u>Associate Commissioner</u> Title of Authorized Representative	<u>President</u> Title of Authorized Representative
<u>9/30/13</u> Date	<u>8/8/2013</u> Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 192291131

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

NO  YES

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

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

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

NO  YES

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

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

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

- Name: \_\_\_\_\_ Amount: \_\_\_\_\_

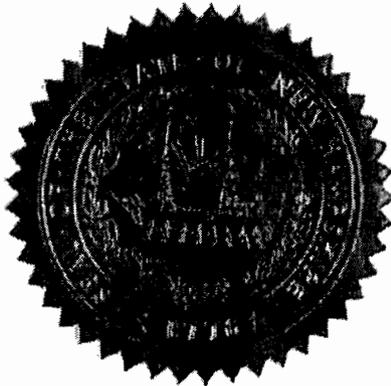
Contractor initials: FPM  
Date: 8/8/2013  
Page # 1 of Page # 1



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Family Promise of Greater Nashua, Inc. is a New Hampshire nonprofit corporation formed January 26, 2001. Further, that the name was changed from GREATER NASHUA INTERFAITH HOSPITALITY NETWORK, INC. to Family Promise of Greater Nashua, Inc. on October 1, 2012 I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**

I, Sister Joan Joyal, do hereby certify that:

1. I am the duly elected Clerk of Family Promise of Greater Nashua at Anne-Marie House formerly known as Greater Nashua Interfaith Hospitality Network (hereinafter the "Corporation")
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Trustees of the Corporation held on August 8, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services, concerning the following matter: New Hampshire Emergency Shelter Grant.

RESOLVED: That the President hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revision or modifications thereto, as he 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 August 8, 2013.

Frank Manley is duly elected President of the Board of Trustees

*S. Joan Joyal, pm*  
Signature of the Board Secretary

(Seal)  
(Corporation)

State of New Hampshire

County of Hillsborough



The foregoing Instrument was acknowledged before me this 8 day of August,  
2013 by Dr. Joan Joyal, MD  
Secretary, Board of Trustees

(Seal)  
(Notary Public)



June C St Lawrence  
Name:  
Title: Notary Public  
Commission Expires: 4-18-17





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/17/2013

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C No. Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com	<b>FAX (A/C No.):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Family Promise of Greater Nashua, Inc. 180 Lowell Road Hudson NH 03051	<b>INSURER A:</b> Philadelphia Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2012-13                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK930272	10/31/2012	10/31/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<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) \$
	<b>UMBRELLA LIAB</b>						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					\$
		<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	DED	RETENTION \$					AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

State of NH Dept of Health & Human Serv. Bureau of Homeless & Housing 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  F Kenneally/FAIRLE <i>Fairley Kenneally</i>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2013

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

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

<b>PRODUCER</b> <b>The Holt Agency</b>  633 Elm Street Milford NH 03055-0009	<b>CONTACT NAME:</b> Cathy Casale <b>PHONE (A/C, No, Ext):</b> (603) 673-1201 <b>FAX (A/C, No):</b> (603) 673-4825 <b>E-MAIL ADDRESS:</b> Cathyc@HPMInsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Keating Group <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1362706250                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0106984	3/13/2013	3/13/2014	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health & Human Services Bureau of Homless & Housing 105 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Cathy Casale/CASALE <i>Cathy Casale</i>
---	---





Greater Nashua  
Interfaith Hospitality  
Network at  
Anne-Marie House

180 Lowell Road  
Hudson, NH 03051  
Tel: 603-883-7338  
Fax: 603-883-8335

---

## **OUR VISION**

To eliminate homelessness - one family at a time.

## **OUR VALUES**

**Hospitality** -- We welcome the stranger and embrace them as family.

**Faith** -- We live out our faith in relationships, to make a positive difference in the lives of others. We promote interfaith collaboration as a means to deliver the largest possible benefit.

**Respect for Every Person and Family** -- We believe in the inherent worth of each person and family – their individual faith, their privacy, their dignity, and their potential for positive growth. We embrace the socioeconomic, cultural, and racial diversity of our guest families, of our staff and of our volunteers.

**Individual Responsibility** – We emphasize the importance of individual responsibility by all guests, staff and volunteers, to promote a safe environment and healthy behaviors.

**Learning** -- We believe the success of our program is completely dependent on continual listening and learning from each other and from outside sources.

## **OUR MISSION**

To support the needs of families experiencing homelessness as they work to achieve sustainable income, housing and transportation.





*at Anne-Marie House*

180 Lowell Road  
Hudson, NH 03051

Phone: 603-883-7338  
Fax: 603-883-8335

E-mail: [info@annemariehouse.org](mailto:info@annemariehouse.org)

Web: [www.annemariehouse.org](http://www.annemariehouse.org)

Facebook: [www.facebook.com/annemariehouse](http://www.facebook.com/annemariehouse)

## We Have an Announcement!

It is with great pleasure that we announce we are changing our organization name from Greater Nashua Interfaith Hospitality Network (d/b/a Anne-Marie House) to **Family Promise of Greater Nashua**.

The name change is a strategic decision that builds upon our important relationship with Family Promise®, of which we have always been an affiliate. Family Promise is a national nonprofit organization whose mission is to help homeless and low-income families achieve sustainable independence.

Our contact information and tax ID number will remain the same; however, our logo has a new look. If you have any questions, please do not hesitate to give us a call.



## Family Promise® of Greater Nashua

at *Anne-Marie House*

180 Lowell Road  
Hudson, NH 03051

Phone: 603-883-7338  
Fax: 603-883-8335

E-mail: [info@annemariehouse.org](mailto:info@annemariehouse.org)

Web: [www.annemariehouse.org](http://www.annemariehouse.org)

Facebook: [www.facebook.com/  
annemariehouse](http://www.facebook.com/annemariehouse)

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Our contact information and tax ID number will remain the same; however, our logo has a new look. If you have any questions, please do not hesitate to give us a call.



## MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

### INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Family Promise of Greater Nashua, Inc.

We have audited the accompanying financial statements of Family Promise of Greater Nashua, Inc. (a nonprofit organization), which comprise the Statement of Financial Position as of December 31, 2012, and the related Statements of Activities, Functional Expenses, and Cash Flows for the year then ended, and the related notes to the financial statements.

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

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

#### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 Family Promise of Greater Nashua, Inc. as of December 31, 2012, 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.

*Melanson, Heath + Company P.C.*  
April 30, 2013

**FAMILY PROMISE OF GREATER  
NASHUA, INC.  
Financial Statements**

**For the Year Ended December 31, 2012**

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

## TABLE OF CONTENTS

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Statement of Functional Expenses	5
Statement of Cash Flows	6
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FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Financial Position

December 31, 2012

(With Comparative Totals as of December 31, 2011)

		Temporarily	Totals	
	<u>Unrestricted</u>	<u>Restricted</u>	<u>2012</u>	<u>2011</u>
			<u>Total</u>	<u>Total</u>
<b><u>ASSETS</u></b>				
Current Assets:				
Cash and cash equivalents	\$ 68,431	\$ 46,767	\$ 115,198	\$ 109,218
Accounts receivable	233	-	233	155
Prepaid insurance	4,070	-	4,070	3,946
Total Current Assets	<u>72,734</u>	<u>46,767</u>	<u>119,501</u>	<u>113,319</u>
Property and Equipment, net	<u>26,291</u>	<u>-</u>	<u>26,291</u>	<u>12,151</u>
Total Assets	<u>\$ 99,025</u>	<u>\$ 46,767</u>	<u>\$ 145,792</u>	<u>\$ 125,470</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>				
Current Liabilities:				
Accounts payable	\$ 4,704	\$ -	\$ 4,704	\$ 989
Accrued expenses	4,208	-	4,208	6,254
Other liabilities	9,810	-	9,810	-
Total Current Liabilities	<u>18,722</u>	<u>-</u>	<u>18,722</u>	<u>7,243</u>
Net Assets	<u>80,303</u>	<u>46,767</u>	<u>127,070</u>	<u>118,227</u>
Total Liabilities and Net Assets	<u>\$ 99,025</u>	<u>\$ 46,767</u>	<u>\$ 145,792</u>	<u>\$ 125,470</u>

See accompanying notes to the financial statements

FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Activities

For the Year Ended December 31, 2012  
(With Comparative Totals for the Year Ended December 31, 2011)

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	<u>Totals</u>	
			<u>2012 Total</u>	<u>2011 Total</u>
Support and Revenue:				
Contributions	\$ 188,464	\$ 47,159	\$ 235,623	\$ 270,978
Special events, net	104,661	-	104,661	88,740
In kind donations	1,615	-	1,615	-
Interest income	15	-	15	113
Miscellaneous income	-	-	-	3
Net assets released from restriction	<u>64,532</u>	<u>(64,532)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	359,287	(17,373)	341,914	359,834
Expenses:				
Program services	207,797	-	207,797	202,055
General and administrative	56,147	-	56,147	52,231
Fundraising	<u>69,127</u>	<u>-</u>	<u>69,127</u>	<u>61,607</u>
Total Expenses	<u>333,071</u>	<u>-</u>	<u>333,071</u>	<u>315,893</u>
Change in Net Assets	26,216	(17,373)	8,843	43,941
Net Assets, Beginning of Year	<u>54,087</u>	<u>64,140</u>	<u>118,227</u>	<u>74,286</u>
Net Assets, End of Year	<u>\$ 80,303</u>	<u>\$ 46,767</u>	<u>\$ 127,070</u>	<u>\$ 118,227</u>

See accompanying notes to the financial statements

FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Functional Expenses

For the Year Ended December 31, 2012  
(With Comparative Totals for the Year Ended December 31, 2011)

	Program Services	General and Administrative	Fundraising	2012 Total	2011 Total
Advertising and promotion	\$ -	\$ 891	\$ -	\$ 891	\$ 926
Client services	46,866	-	-	46,866	15,783
Communications	3,546	52	115	3,713	8,682
Conferences, conventions, and meetings	1,285	-	-	1,285	779
Depreciation	6,885	-	-	6,885	4,958
Employee benefits	207	620	207	1,034	2,176
Grant expenses	10,000	-	-	10,000	31,708
Insurance	11,967	177	387	12,531	13,365
Information technology	-	111	4,570	4,681	1,141
Equipment leases	-	2,580	-	2,580	2,797
Miscellaneous	-	1,360	-	1,360	1,328
National affiliation fees	4,132	-	-	4,132	3,764
Occupancy	9,168	135	297	9,600	10,400
Payroll processing fees	267	161	273	701	620
Payroll taxes	4,722	2,858	4,846	12,426	11,581
Postage	261	-	-	261	362
Printing	-	-	-	-	159
Professional fees	-	11,900	-	11,900	5,200
Repairs and maintenance	2,059	30	67	2,156	4,847
Salaries and wages	55,425	33,547	56,884	145,856	144,215
Supplies	4,354	1,049	-	5,403	763
Travel	895	-	-	895	2,452
Utilities	45,758	676	1,481	47,915	47,887
Total expenses	\$ 207,797	\$ 56,147	\$ 69,127	\$ 333,071	\$ 315,893

See accompanying notes to the financial statements

FAMILY PROMISE OF GREATER NASHUA, INC.

Statement of Cash Flows

For the Year Ended December 31, 2012  
(With Comparative Totals for the Year Ended December 31, 2011)

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 8,843	\$ 43,941
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	6,885	4,958
(Increase) Decrease In:		
Accounts receivable	(78)	(155)
Prepaid expenses	(124)	327
Increase (Decrease) In:		
Accounts payable	3,715	(8,038)
Accrued expenses	(2,046)	583
Other liabilities	9,810	(1,005)
	<u>27,005</u>	<u>40,611</u>
Net Cash Provided By Investing Activities	27,005	40,611
Cash Flows From Investing Activities:		
Proceeds from sale of investments	-	15,850
Purchase of fixed assets	<u>(21,025)</u>	<u>(1,310)</u>
	<u>(21,025)</u>	<u>14,540</u>
Net Cash Provided (Used) By Investing Activities	(21,025)	14,540
Net Increase	<u>5,980</u>	<u>55,151</u>
Cash and Cash Equivalents, Beginning of Year	<u>109,218</u>	<u>54,067</u>
Cash and Cash Equivalents, End of Year	<u>\$ 115,198</u>	<u>\$ 109,218</u>

See accompanying notes to the financial statements

# FAMILY PROMISE OF GREATER NASHUA, INC.

## Notes to the Financial Statements

### 1. Organization

Family Promise of Greater Nashua, Inc. (the Organization), is a New Hampshire nonprofit corporation. Located in Hudson, New Hampshire, the Organization is a collaborative effort of religious congregations, social service agencies and community volunteers that provide emergency transitional housing, meals, and supportive services to homeless families within Hudson, New Hampshire and surrounding communities.

The Organization operates under the name of Family Promise of Greater Nashua at Anne-Marie House.

### 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 a 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.

### 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

Family Promise of Greater Nashua, 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 2011, 2010, and 2009 are subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended December 31, 2012, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended December 31, 2011, from which the summarized information was derived.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

### Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from January 1, 2013 through April 30, 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 \$115,198 and \$109,218 at December 31, 2012 and 2011. 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 December 31, 2012. The bank balance is categorized as follows:

Insured by FDIC	\$	65,980	
Insured by SIPC		48,547	
Uninsured		<u>4,373</u>	
Total Bank Balance	\$	<u>118,900</u>	

### **4. Property, Equipment and Depreciation**

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

	<u>2012</u>	<u>2011</u>
Leasehold improvements	\$ 26,883	\$ 26,883
Furniture, fixtures, and equipment	26,927	5,902
Office equipment	<u>5,145</u>	<u>5,145</u>
Subtotal	58,955	37,930
Less: accumulated depreciation	<u>(32,664)</u>	<u>(25,779)</u>
Total	\$ <u>26,291</u>	\$ <u>12,151</u>

Depreciation expense for the year ended December 31, 2012 and 2011 totaled \$6,885 and \$4,958.

## 5. Accrued Expenses

Accrued expenses consist of the following at December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
National affiliation fees	\$ 4,000	\$ 3,608
Other miscellaneous fees	<u>208</u>	<u>2,646</u>
Total	<u>\$ 4,208</u>	<u>\$ 6,254</u>

## 6. Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Auto repairs	\$ 5,680	\$ 3,430
Business venture options/plan	20,000	-
Capacity building	225	-
Celebrations	1,382	1,802
Clothing	102	102
Cribs and mattresses	7,208	500
Dehumidifier	600	-
Energy improvements	299	526
Flooring replacement	1,000	1,000
Gift Works software	-	2,250
Guest development	-	1,000
Guest education	-	2,000
Guest transportation	-	1,835
Homeless prevention	-	2,199
Individuals	-	-
Legal fees	-	6,000
Lighting fixtures	1,000	-
Lighting fixtures and window shades	-	21,200
Make Someone Happy	-	10,000
Memorial library	1,080	200

(continued)

(continued)

Pantry	262	8,617
Play yard equipment	-	500
Refrigerator/freezer	2,929	-
Storage supplies	-	-
Tables and chairs	5,000	-
Washing machines and detergent	-	979
	<u>-</u>	<u>979</u>
Total	\$ <u>46,767</u>	\$ <u>64,140</u>

#### 7. **Net Assets Released from Restriction**

Net assets are released from program restrictions by incurring expenses satisfying the restricted purposes.

#### 8. **Operating Leases**

The Organization leased office space under the terms of a non-cancellable lease agreement that expired on July 31, 2012. Rent expense under this agreement totaled \$9,600 for the years ended December 31, 2012 and 2011.

The Organization also leases office equipment under a non-cancellable lease agreement that expired in December 2012. Equipment rental expense totaled \$2,583 for the years ended December 31, 2012 and 2011.

Estimated future minimum lease payments on the above leases are as follows:

<u>Year</u>	<u>Amount</u>
2013	\$ <u>9,600</u>
Total	\$ <u>9,600</u>

#### 9. **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 carrying amounts of cash and cash equivalents are classified as Level 1 and approximate fair value because of the short maturity of those financial instruments.

## 10. **Name Change**

During 2012, the Organization changed its name from Greater Nashua Interfaith Hospitality Network, Inc. to Family Promise of Greater Nashua, Inc.





Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077550279  
Apr. 17, 2013 LTR 4168C 0  
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BODC: TE

FAMILY PROMISE OF GREATER NASHUA  
INC  
GREA  
% ROBERT MARKS  
180 LOWELL RD  
HUDSON NH 03051-4907

15318

Employer Identification Number: 02-0528837  
Person to Contact: Sophia Brown  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 01, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 2002.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



Anne-Marie House  
Board of Trustees  
January 26, 2013

**President:**

**Frank Manley (Jan. 2014) \*\***

**Rev. Tom Getchell-Lacey (Jan. 2014)\*\***

**Vice-President:**

**Robert Otto (Jan. 2013)\*\***

**Mike Hatem (Jan. 2016)\***

**Treasurer:**

**Brenda S. Hodgkiss (Jan. 2012)\***

**Howard Jacob (Jan. 2016)\***

Employer: Round River Conservation Studies

**Rebecca Liubakka (Jan. 2016)\***

**Secretary:**

**Sister Joan Joyal, pm (Jan. 2014)\***

**Jeremy Milani (Jan. 2016)\***

**Richard Ball (Jan. 2014)\***

**Jerry Leclerc (Jan. 2014)\*\***

\*First Term (Date term ends)

\*\* Second Term (Date Term ends)

Updated: January 27, 2013



## LEE BRUDER, MA, CPS

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### LEADERSHIP COACHING ... TEAM DEVELOPMENT ... CHANGE MANAGEMENT

Consulting professional capable of significant impact on organizational issues with respect to executive development, strategic planning and alliances, and dissolution.

#### SUMMARY OF QUALIFICATIONS

Masters degree with and Certificate in Organizational Development; extensive professional experience in leadership development, partnerships and alliances, administration, and employee education, motivation and management. Demonstrated ability for working with diverse groups of people producing effective long-term results. Creative, self-motivated, energetic, well focused with strong presentation, communication, and organizational skills.

Expertise and Knowledge in such areas as:

- |  |                            |
|--|----------------------------|
| - COACHING FOR EXECUTIVES & MANAGERS   | - ORGANIZATION DEVELOPMENT |
| - BOARD TRAINING & STRATEGIC PLANNING  | - TEAM BUILDING            |
| - CHANGE MANAGEMENT                    | - TIME MANAGEMENT          |
| - LEADERSHIP & GOVERNANCE DEVELOPMENT  | - COALITION BUILDING       |
| - TRAINING & PROFESSIONAL FACILITATION | - STRATEGIC ALLIANCES      |

#### SELECTED ACCOMPLISHMENTS

- Designed and delivered a number of one and two-day board development retreats for various nonprofit organizations from New Hampshire to New Mexico.
- Coaching and Team Building - with middle management team to increase employee productivity. In less than a year productivity increased by 30%.
- Former founding Board Chair for local prevention coalition. Hired and supervised Coalition Director; trainer in Prevention Ethics and Community Mobilization.
- Managed budget of \$4.2 Million; doubled Medicaid revenues through expanded services and exceeded budget projections for six consecutive years.
- Conflict Resolution and Team Building for university, town employee and town resident stakeholder group.
- Changed organizational emphasis from one of intervention to one of prevention and recovery.
- Created a collaborative of community leaders and co-wrote a successful \$375,000 grant over 3 years for a substance abuse prevention program.
- Supervised 18 managers (representing 125+ employees) motivating them to pursue excellence with education, support, clear and stated expectations and objective feedback.



**PROFESSIONAL EXPERIENCE**

<b>Organization Development Consultant &amp; Executive Coach</b>	1/2004 - Present
<b>NH DHHS, Bureau of Drug and Alcohol Services</b>	
Center for Excellence Consultant	11/2010 – 9/2012
Leadership Development Institute Mentorship Coordinator	8/2008 – 6/2010
<b>Creating Positive Change Coalition</b>	
Executive Director	6/2006 – 2/2008
Interim Director	2005 - 2006
<b>Monadnock Family Services</b>	
Director of Outpatient Operations and other management and clinical positions	1980 - 2003

**COMMUNITY BOARDS OF DIRECTORS**

Women's Crisis Services of the Monadnock Region, 1989 – 1994, Secretary, Vice-chair  
 Community Prevention Collaborative, 1999 – 2003, Founding Chair, Treasurer  
 Monadnock Collaborative, 2001 - 2003, Treasurer  
 Families And Communities Together, 1995 – 2003, Secretary  
 The Family Center, 2003  
 Thorndike Pond Conservation Association, 2000 – 2004, President  
 Forest's Ramp Association, Trustee, 1995 – 2007, President, Secretary/Treasurer  
 Jaffrey Betterment Corporation, 2005-2009  
 Jaffrey Chamber of Commerce, 2005-Present, Vice President, President, Immediate Past President

**EDUCATION**

Organizational Consulting Program (advanced training) 2009-2010  
 ATTC/State Sponsored Alcohol Tobacco and Other Drug Leadership Institute, 2007  
 ATOD Training of Trainers / NH Office of Alcohol & Drug Policy, Concord, NH, 2005  
 Leadership Monadnock, 1999  
 Organizational Management Courses, Antioch / New England Graduate School, Keene, NH  
 MA, Counseling Psychology, Antioch / New England Graduate School, Keene, NH 1980

**CERTIFICATION/HONORS**

Directors Award for outstanding service, Jaffrey Chamber of Commerce, 2013  
 New Hampshire Certified Prevention Specialist, 2006-Present

**PARTIAL CLIENT LIST**

Aids Response Seacoast, Portsmouth, NH  
 Bridges to Prevention, Plymouth, NH  
 Carroll County Juvenile Justice Project  
 Cathedral of the Pines, Rindge, NH  
 Concord Substance Abuse Coalition, Concord, NH  
 Consensus Technologies, Peterborough, NH  
 Creating Positive Change Coalition, Peterborough, NH  
 Franklin Pierce University/Town of Rindge, Rindge, NH  
 Harvard College, Center for Public Interest Careers, Cambridge, MA  
 Landmark College, Putney, VT  
 Makin' It Happen Coalition for Resilient Youth, Manchester, NH  
 Monadnock Voices for Prevention, Keene, NH  
 New Hampshire Taskforce on Women and Recovery, Manchester, NH  
 New Futures, Concord, NH  
 New Outlook Teen Center, Exeter, NH  
 Raymond Coalition for Youth, Raymond, NH  
 Zia Girl Scout Council, Ruidoso, NM



## JUNE C. ST. LAWRENCE

### EDUCATION

BS Elementary Education and Special Education, Keene State College, Keene, NH  
Master Level Course Work in Testing/Special Education at Keene State College  
Master Level Course Work in Counseling Psychology at Boston College

### AWARDS

Outstanding Citizenship Stipend  
Special Education - Junior Year Tuition Stipend  
Outstanding Paraprofessional Award for the State of NH

### WORK EXPERIENCE

**Family Support Coordinator** - Greater Nashua Interfaith Hospitality Network, Inc., Hudson, NH: Part-time family case management for a transitional housing program for homeless families. (present)

**4th Grade Teacher** - Fairgrounds Elementary School, Nashua, NH: Responsible for teaching 26 children including children with diverse socio-economic backgrounds, learning disabilities, retardation, and emotional challenges. Started a "Building Community" plan to develop positive student self-esteem and behavior management. (2 Months - left due to health problems)

**Special Education Paraprofessional** - Fairgrounds Elementary School, Nashua, NH: Case management/teacher support for students with ADD/ADHD, Pervasive Developmental Disabilities, Downs Syndrome, Developmental and Language Disabilities. Advocated students' needs to receive support services for physical therapy, occupational therapy, speech therapy, counseling, & adaptive physical education. Paraprofessional: Responsible for teaching computer skills in a lab setting to students in the 2nd - 6th grade. Planned and taught all lessons. (5 Years)

**Preschool Director** - Chapel School, Nashua, NH: Responsible for school's compliance with state regulations; school administration (3 teachers, parent volunteers, school board and church board); developed curriculum, handbook, skill level reporting system; earned first NAEYC accreditation; designed school logo. (2 years)

**Special Education Teacher/Case Manager** - Peterborough Middle School, Peterborough, NH: Wrote educational plans and managed special services. Active participant in special needs team, parent support services, home visits, and high school/community vocational liaison. Taught 5th - 8th grade students identified as learning disabled, emotionally handicapped, mentally retarded, attention deficit disorder and autistic. Wrote behavioral and educational plans. Developed curriculum guides in all content areas with an additional emphasis on life skills and social/emotional health. Started a school bookstore and lunch program run entirely by special education students. Co-authored a grant for a parenting course on adolescent sexuality. Taught course. (6 years)

**Director of Alternative HS Education Program** - Peterborough, NH: Authored and directed grants for High School Equivalency and Adult Basic Education. Directed grant for Adult Performance Level education. Liaison between 2 area high schools and their administrative and guidance staff. Met with Human Resource managers in local industry to facilitate GED participation for their employees. Regularly attended state level meetings and conferences. Taught high school equivalency language arts classes. Hired and supervised 3 staff positions. Facilitated publicity, graduation ceremonies, and guest speakers. (2 years)



## **JUNE C. ST. LAWRENCE**

**Assistant Director for Adult Education** - Peterborough, NH: Responsible for publicity, bookkeeping, public relations, brochure design and administrative support for large community education program. (1 year)

**Special Education Teacher** - Woodbury, NJ: Taught mainstreamed special education students age 11 - 15, developed program that involved lengthening the school day from 1/2 day to whole day which included a change in philosophy and building from elementary to junior high. Wrote educational plans, designed curriculum and taught all academic areas with educational support to school specialists. (2 years)

### **VOLUNTEER WORK**

**Key Coordinator for Anne-Marie House** - Hudson, NH: Responsible for organizing volunteers to staff an entire week of hosting responsibilities for homeless families. Assisted with varying projects for guests such as child behavior plans, job search, housing search, chore lists, & guest guidelines. (2 years)

**Church In Society** - Church committee member serving global and local issues regarding poverty (6 years)

**CROP Walk**—Education Coordinator (6 years)

**Youth Leader for the NH Youth Interfaith Council** - Southern NH: Started an original program for interfaith activities which involves youth from the Baha'i, Christian, Judaic, and Muslim faith traditions. Includes visits and fellowship with each faith community while seeking to build bridges and to facilitate world peace. (3 years)

**Youth Facilitator for Children of Abraham Series and "The Golden Rule" Workshop** – Southern New Hampshire Interfaith Communities: Assisted with a triologue discussion series between Christians, Jews, and Muslims. Organized a youth interfaith religious fair to promote understanding among religions (3 years)

**Preschool Board Member** - Chapel School, Christ the King Lutheran Church, Nashua, NH: Vice President (5 years)

**Sunday School Teacher and Youth Leader** - Christ the King Lutheran Church, Nashua, NH (8 years)

**Cub Scout Leader and Committee Chair** - Nashua, NH (5 years)

**PTO President** - Ledge Street School, Nashua, NH (1 year)

**Committee Member:** NH Foundation Aid Formula Review with School Superintendent, Berard Massey; Hiring Committee for Elementary School Principal; Parent Advocacy Group to Promote Nashua Funding for Quality Education

**Member of Board of Directors** - Monadnock Workshop, Peterborough, NH: Served as secretary and fundraiser on a 7 member board responsible for overseeing the operation of a school, sheltered workshop, vocational training center and two group homes for handicapped adults. (5 years)



## **JUNE C. ST. LAWRENCE**

### **PROFESSIONAL DEVELOPMENT/COURSEWORK/CONFERENCES**

- Substance Abuse Training—Part I
- Case Management Training
- Crisis Prevention Intervention
- Homelessness and Trauma Training
- Trauma Informed Case Management
- Health Kids
- NH Easy
- NAMI—Family to Family Course
- “Homeless Management and Information Systems” Training
- Parenting Journey Facilitator Training
- 1-2-3 Magic (Parenting Program)
- More 1-2-3 Magic (Parenting Program)
- “A Safe Place” Training—Running A Domestic Violence Support Group
- “SOAR” Training—Social Security Advocacy
- Children Without Homes Conference
- “Families First” Workshop
- “McKinney Vento” Workshop
- Family Promise Conference
- Grant Writing Workshop
- “Community Resource and Referrals” Workshop
- “Family Promise Mentoring Program”
- NH Council on Homelessness Conference
- Suicide Hot Line Training
- Anger Management
- Mental Illness: Bipolar, Depression, Anxiety, Obsessive Compulsive Disorder, Oppositional Defiance, Borderline Personality Disorder
- Behavioral Interventions; Building Community with Inner City Children
- Addictions
- Alcoholics and Narcotics Anonymous, Al-Anon
- Teen Pregnancy and Adolescent Sexuality
- Child Abuse and Neglect
- Crisis Intervention
- Affective and Cognitive Therapies
- Reality Therapy, Advanced Reality Therapy, & “Take Effective Control of Your Life” with Dr. William Glaser
- Vocational Education
- Computer Technology



## Tami Kaye McKay

### Contact Information:

Objective: obtain the position of Volunteer Coordinator at Anne-Marie House

Education: diploma Registered Nurse, St. Luke's School of Nursing, Fargo, ND

Employment History: Neonatal Intensive Care Units @ St. Alexius Hospital, Bismarck, ND and Monterey Park Hospital, Montebello, CA; Elementary School substitute Nurse and Classroom Teacher, After School Care Attendant, and Office Assistant @ Presentation of Mary Academy, Hudson, NH; and Respite Caregiver and Companion Care provider, Nashua, NH.

Community Involvement: Christ the King Congregation Council (past President, current member), Parish Education Ministry Team Coordinator, Chapel School Council, Youth Ministry Advisory Committee, Women of the Evangelical Lutheran Church (past President, current member), Evangelism Ministry Team Liaison, Nashua West Volunteer Coordinator, and Anne-Marie House Volunteer Team Member

Qualifications: compassionate heart, joy of service, and strong interpersonal and communication skills

Personal History: blessed at-home Mom of 3 teenage sons, married 25 years, mid-West upbringing with Scandinavian + Lutheran roots, passion for faith-based volunteering, and Gifts to share

What joy is mine to currently and regularly volunteer at Anne-Marie House and serve at Christ the King Lutheran Church! I am blessed with time to share and a family that's supportive and engaged in faith-based activities/volunteerism. Ingrained is "to whom much is given, much is required"; it's a heart response grounded in love and grace. It would be my privilege to serve with the staff, volunteers and guests at Anne-Marie House providing support and lifting spirits in the capacity of Volunteer Coordinator.

References: Pastor Timothy Keyl 603.882.6142, June Nolet 603.889.6054, and Gail Schevey 603.424.6960



## SHERRY DUTZY

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Successful business development/marketing professional with experience in corporate and non-profit sectors seeks to apply her creativity, energy, and business acumen to meet organizational goals.

### ***PROFESSIONAL SKILL SET***

**Self-motivated**, self-challenging professional with broad consultative sales and marketing skills

**Solid analytical skills** with the ability to identify critical business opportunities and translate them into marketing and sales strategies to meet organizational goals

**Creative thinker** with initiative, attention to detail and follow-through on projects

**Ability to learn quickly**, enjoys working in a fast-paced environment

**Relationship-builder who works well independently** and in team environments

**Strong communication skills** - written, verbal, presentation, and computer

**Effective Customer Relationship Management Skills** in working with internal and external customers

### ***EXPERIENCE/SKILLS SUMMARY***

#### ***Social Work Experience/Accomplishments - 7 years***

*Worked in hospital, nursing home, and community mental health settings doing therapy and case management*

Hospital and nursing home positions involved community outreach, referral services, etc. to support the needs of patients and their families.

#### ***Higher Education Experience/Accomplishments - 1 ½ years***

*Responsible for driving enrollment growth by identifying opportunities in vertical markets such as healthcare, education, and corporations as well as community college transfer students*

This position combined my business development, relationship-building, and marketing skills to create and manage various programs to increase alumni loyalty and enrollment among graduate, evening, and transfer populations. I created and implemented several marketing campaigns to support this business development function

#### ***Domestic Sales/Marketing/Business Experience/Accomplishments – 20 years***

*Responsible for selling various technical hardware and software products directly and through various channel partners throughout the eastern portion of the US; consistently at or above quota*

- Sold fiber optic test equipment and RF antennas to the telecommunications industry. The companies I worked for ranged in size from \$5M - \$500M.
- Sold email, voice recognition, and fax software for the AS400 to small businesses. This involved a great deal of phone prospecting.
- Had various sales support/inside sales roles where I initiated and managed the process to gain GSA Schedule 70 approval and managed the ordering and auditing process for several years, created and implemented policies and procedures for sales administration, customer support and channel management, and supported outside sales teams, prospected for new business, provided customer service to existing accounts, gave product demonstrations via the web.



• ***International Business Development Experience/Accomplishments – 8 years***

*Responsible for developing business in Asia Pacific with experience in some South American countries for corporations selling products to produce and verify secure identification documents such as passports, national identity cards, and driver licenses*

In these positions I sold both technical hardware products (passport and ID printers, passport readers) and software such as facial and iris recognition. Responsibilities and accomplishments included:

- Identifying target markets, key partners
- Creating and implementing go-to-market strategies
- Developing relationships with those key government personnel responsible for proposal development and decision-making
- Managing internal technical resources to get the needs of the business partner and their clients' met
- Creating and managing cross-divisional teams for bid responses.
- Won \$5M contract for a passport/ID system

***VOLUNTEER EXPERIENCE***

Served on the board of the Nashua Humane Society – 2 years

Chaired the Friends of the Nashua Symphony Holiday House Tour – 1 year

Chaired the Friends of the Nashua Symphony Holiday House Tour Marketplace – 2 years

Worked on various political campaigns – 2000, 2010, 2012

***ON A MORE PERSONAL NOTE***

Customers and colleagues comment on my ability to quickly absorb new concepts, present myself as having a strong grasp of the market, the problems to be solved, and the direction needed to meet organizational goals.

I do best in organizations that are collaborative and provide employees with the autonomy necessary to do their job.

Working, making a contribution, and being part of an organization is an important part of my life. I enjoy learning and am perennially studying French and learning more about other cultures.

***EDUCATION***

***MBA*** Northeastern University, Marketing concentration

***MS*** Boston University

***BA*** California State University/Long Beach

Michigan State University



Family Promise of Greater Nashua			
Salaries			
2013			
Name	Position	Salary/Pay	Comments
Bruder, Lee	Interim Executive Director	\$810.00	Weekly
St. Lawrence, June	Director of Family Support	\$566.40	Weekly
McKay, Tami	Director of Volunteer Engagement	\$576.92	Weekly
Dutzy, Sherry	Interim Director of Development	\$360.00	Weekly

