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Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144



Paul K. Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953

December 22, 2016

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

1. Authorize the New Hampshire Department of Education to amend a **sole source** contract with the The Upper Room, A Family Resource Center, Derry, NH, (Vender Code 174210) by increasing the price limitation in the amount of \$7,550.80 from \$24,070.00 to \$31,620.80 to take the lead role in identifying teen father needs and the gaps in current resources, effective upon Governor and Council approval through June 30, 2017. The additional funds being requested have now brought the contract to the threshold requiring Governor and Council approval. 100% Federal Funds.

Funding is available in the account titled Teen E3 Grant as follows:

06-56-56-563010-50890000-102-500731 Contracts for Program Services FY17 \$31,620.80

2. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option in this contract for up to two additional one-year terms, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

**EXPLANATION**

The Department is requesting that this contract be approved as **sole source** due to the fact that The Upper Room, A Family Resource Center is the longest standing, Teen Parenting Program in the State of NH, and has the capacity to implement curriculum addressing child development and parenting needs. The Department identified another vendor with the skills and resources but the contractual negotiations did not work out. The Upper Room will develop and lead other Family Resource Centers/similar agencies in the resources and curriculum and practices that assist at risk young families. They have extensive knowledge and experience in supporting and educating youth in everything from obtaining a diploma, anger management, understanding risk behaviors and causes of them, as well as parenting, and possess a strong connection with the community.

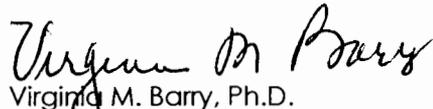
His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
December 22, 2016  
Page 2 of 2

The Upper Room, A Family Resource Center is a New Hampshire based 501(c)(3) nonprofit charitable organization founded in 1986. The organization is committed to creating educational programs and services. Their mission is to strengthen individuals and families by providing them with the education and resources needed to lead, healthy, self-sufficient lives.

The E<sup>3</sup> Teen Fathering Program focuses on three research-based factors that provide long-term support for these fathers and their families: education (e.g. graduates high school, enrolls in college), employment (e.g., provide useful job experience at local agencies), and engagement with their children (e.g., family life education coursework). E<sup>3</sup> will address these factors simultaneously by capitalizing on the unique educational context in the state of New Hampshire (i.e. competency-based standards, adult education school) and leveraging community supports that are already in place (e.g., local businesses, nonprofit mentoring programs). E<sup>3</sup> will help teen fathers work toward graduation at the same time that they are building a foundation for long-term, skilled employment and obtaining social support for engagement with their children and partners. In sum, this program will support teen fathers, their partners, and their children throughout the life course through focused early intervention.

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

Respectfully submitted,

  
Virginia M. Barry, Ph.D.  
Commissioner of Education

VMB:pd:emr

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Integrated Programs, hereinafter "the Agency," and The Upper Room, A Family Resource Center, Derry, NH hereinafter "the Contractor", and, pursuant to an agreement between the parties that was originally approved in-house by the Commissioner of Education on November 16, 2016 hereby agree to modify same as follows:

1. Amend Section 1.8 by removing \$24,070.00 and replacing with \$31,620.80.
2. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1 (Scope of Services).
3. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).
4. Remove Exhibit C and replace with Exhibit C-1.
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective on the date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education

By: Virginia M. Barry  
Virginia M. Barry, Commissioner of Education

The Upper Room, A Family Resource Center

By: Brenda Guggisberg  
Brenda Guggisberg, Executive Director

STATE OF New Hampshire

County of Hillsborough

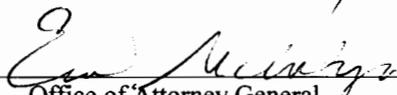
On this the 5 day of January, 2017 before me, DIANE CASALE, the undersigned officer, personally appeared Brenda Guggisberg who acknowledged himself/herself to be the Executive Director of The Upper Room, A Family Resource Center a corporation, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Executive Director.

IN WITNESS WHEREOF I hereto set my hand and official seal.

Diane Casale  
Notary Public/Justice of the Peace

**DIANE E. CASALE, Notary Public**  
**My Commission Expires March 12, 2019**

Approved as to form, substance and execution by the Attorney General this 30<sup>th</sup> day of January, 2017

By:   
Office of Attorney General

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

## **EXHIBIT A-1 SCOPE OF SERVICES**

The Upper Room, A Family Resource Center, 501 © 3 nonprofit, proposes to undertake the lead role in this project through June 30, 2017. Four family resource centers from the North, the East, the West and the Seacoast will join The Upper Room to share information and needs.

The group will discuss & share their understanding of the teen mother/father population and their needs and what services are currently offered. Each will identify resources and services available locally to young families. Additionally, the group will review & choose a Parent Education Curriculum.

The Upper Room will develop a service manual to assist with identified needs & gaps (i.e. WIC, Parent Education, Workplace Readiness and more) including process steps to help fill gaps in services. A training manual of current Upper Room practices as they relate to young families will be published that incorporate the Strengthening Families Approach. The Teen Information for Parenting Success (TIPS) facilitator will train the trainers from other centers to successfully implement TIPS protocols and practices. The Upper Room will provide learning blocks to success for the partners with monthly check-ins with each center. The plan incorporates a cycle of parent education using chosen curriculum in each center. Child care will be provided to encourage parent engagement.

Additionally, The Upper Room will provide the following services to the New Hampshire Department of Education:

- Attend Monthly Stakeholder Meeting for the E<sup>3</sup> Teen Fatherhood program
- Build their capacity for supporting Teen fathers.
- Identify an E<sup>3</sup> point person who will work directly with Dr. Tyler Jamison (FLE Consult)
- Provide facilitators to administer family life education curriculum as designed by the Family Life Education Consultant (Dr. Tyler Jamison).
- Provide food for these sessions.
- Write a summative report that describes services provided and the demographics of those who used them.

Contractor Initials BG  
Date 1/5/17

**EXHIBIT B-1  
Budget through June 30, 2017**

<b>Total Personnel</b>			<b>\$19,720.80</b>
	Coordinator	Prepare & Present Training (20 days @ \$400/Day) (20 days @ \$200/Day – 4 hours/day)	\$12,000.00
	Supervision	Oversight & Support (4 Days @ \$400/Day)	\$1,600.00
	Administrative Support	Marketing, Finance, Admin, etc (40 Days @ \$100/Day)	\$4,000.00
	PR Tax & Benefits	12.05% fica, suta, wc, disability	\$2,120.80
<b>Total Expenditures</b>			<b>\$11,900.00</b>
	Curriculum	Parenting Curriculum Software & Books	\$3,500.00
	Occupancy	Utilities, Rent, etc.	\$1,500.00
	Supplies	Printing, Office Supplies etc.	\$4,000.00
	Staff Local Travel	Training Travel (\$0.54/Mile)	\$1,500.00
	Professional Fees/ Insurances	Liability Insurances, etc.	\$1,400.00
<b>Grand Total</b>			<b>\$31,620.80</b>

**Limitation on Price:** In no case shall the total budget exceed the price limitation of \$31,620.80.

**Funding Source:** Funding for this contract is 100% Federal Funds from the account titled The Teen E3 (Education, Engagement and Employment) Program as follows:

**FY 17**

06-56-56-563010-50890000-102-500731 Contracts for Program Services \$31,620.80

**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Peter Durso  
Project Director  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials BG  
Date 1/5/17

## EXHIBIT C-1

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option in this contract for up to two additional one-year terms, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

Contractor Initials BSG  
Date 1/5/17

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Upper Room, A Family Resource Center is a New Hampshire nonprofit corporation formed July 30, 1986. 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 1<sup>st</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

(Corporation without Seal)

I, Gale Stanley, do hereby certify that:  
(Name of the Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of The Upper Room, Board of Directors  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors

of the Corporation duly held on 10/25/2016:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education, for the provision of Education services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 5<sup>th</sup> day of January, 2017

4. Brenda Guggisberg is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Gale Stanley  
(Signature of the Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me 5 day of January, 2017

By GALE STANLEY  
(Name of Clerk of the Corporation)

Diane Casale  
(Notary Public/Justice of the Peace)

(Notary Seal)

Commission Expires: 3/12/19

DIANE E. CASALE, Notary Public  
My Commission Expires March 12, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/5/2016

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Michael Caruso PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: mcaruso@crossagency.com FAX A/C No.: (603) 645-4331
INSURED The Upper Room a Family Resource Center  NH 03038	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America INSURER B: Hanover Ins Co. INSURER C: IM Insurance Corp INSURER D: Mount Vernon Fire Ins Co INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER: 16-17 Master      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse or Molestation Selection \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
DED <input checked="" type="checkbox"/> RETENTIONS \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A		7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			7/1/2016	7/1/2017	Each Wrongful Act 1,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER (603) 271-1953  New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301-3860	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Michael Caruso/BNS <i>Michael Caruso</i>
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**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant St Concord, NH 03301	
1.3 Contractor Name The Upper Room Family Resource Center		1.4 Contractor Address 36 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-437-8477 x11	1.6 Account Number 563010-50890000-102-500731	1.7 Completion Date 6-30-2017	1.8 Price Limitation \$24,070.00
1.9 Contracting Officer for State Agency Richard Feistman		1.10 State Agency Telephone Number 603-271-8315	
1.11 Contractor Signature <i>Brenda Guggisberg</i>		1.12 Name and Title of Contractor Signatory <i>Brenda Guggisberg - Executive Director</i>	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Hillsborough</i> On <i>10/25/16</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Diane Casale</i> [Seal]		DIANE E. CASALE, Notary Public My Commission Expires March 12, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <i>DIANE CASALE NOTARY PUBLIC</i>			
1.14 State Agency Signature <i>Virginia M. Barry</i> Date: <i>11/16/16</i>		1.15 Name and Title of State Agency Signatory <i>VIRGINIA M. BARRY</i> <i>COMMISSIONER OF EDUCATION</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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**

The Upper Room, A Family Resource Center, 501 © 3 nonprofit, proposes to undertake the lead role in this project through June 30, 2017. Three family resource centers from the North, the East and the West will join The Upper Room to share information and needs.

The group will discuss & share their understanding of the teen mother/father population and their needs and what services are currently offered. Each will identify resources and services available locally to young families. Additionally, the group will review & choose a Parent Education Curriculum.

The Upper Room will develop a service manual to assist with identified needs & gaps (i.e. WIC, Parent Education, Workplace Readiness and more) including process steps to help fill gaps in services. A training manual of current Upper Room practices as they relate to young families will be published that incorporate the Strengthening Families Approach. The Teen Information for Parenting Success (TIPS) facilitator will train the trainers from other centers to successfully implement TIPS protocols and practices. The Upper Room will provide learning blocks to success for the partners with monthly check-ins with each center. The plan incorporates a cycle of parent education using chosen curriculum in each center. Child care will be provided to encourage parent engagement.

Additionally, The Upper Room will provide the following services to the New Hampshire Department of Education:

- Attend Monthly Stakeholder Meeting for the E<sup>3</sup> Teen Fatherhood program
- Identify an E<sup>3</sup> point person who will work directly with Dr. Tyler Jamison (FLE Consult)
- Write a summative report that describes services provided and the demographics of those who used them.

Contractor Initials BG  
Date 10/25/16

**EXHIBIT B**  
**Budget through June 30, 2017**

<b>Total Personnel</b>			<b>\$13,670.00</b>
	Coordinator	Prepare & Present Training ( 20 days @ \$400/Day)	\$8,000.00
	Supervision	Oversight & Support (3 Days @ \$400/Day)	\$1,200.00
	Administrative Support	Marketing, Finance, Admin, etc (30 Days @ \$100/Day)	\$3,000.00
	PR Tax & Benefits	12.05% fica, suta, wc, disability	\$1,470.00
<b>Total Expenditures</b>			<b>\$10,400.00</b>
	Curriculum	Parenting Curriculum Software & Books	\$3,000.00
	Occupancy	Utilities, Rent, etc.	\$1,500.00
	Supplies	Printing, Office Supplies etc.	\$3,500.00
	Staff Local Travel	Training Travel (\$0.54/Mile)	\$1,000.00
	Professional Fees/ Insurances	Liability Insurances, etc.	\$1,400.00
<b>Grand Total</b>			<b>\$24,070.00</b>

**Limitation on Price:** In no case shall the total budget exceed the price limitation of \$24,070.00

**Funding Source:** Funding for this contract is 100% Federal Funds from the account titled The Teen E3 (Education, Engagement and Employment) Program as follows:

**FY 17**

06-56-56-563010-50890000-102-500731 Contracts for Program Services      \$24,070.00

**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Richard Feistman, PhD  
 Project Director  
 NH Department of Education  
 101 Pleasant Street  
 Concord, NH 03301

Contractor Initials *BF*  
 Date *10/25/16*

**EXHIBIT C**

None

Contractor Initials KG  
Date 10/25/16

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Upper Room, A Family Resource Center is a New Hampshire nonprofit corporation formed July 30, 1986. 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 1<sup>st</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

1. Gale Stanley, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)
1. I am a duly elected Clerk of The Upper Room Board of Directors  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 10/25/2016;  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of ~~Health and Human Services~~, EDUCATION, for the provision of \_\_\_\_\_ services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25 day of October, 2016.  
(Date Contract Signed)
4. Brenda Guggisberg is the duly elected EXECUTIVE DIRECTOR  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Gale Stanley  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 25 day of Oct, 2016.

By GALE STANLEY  
(Name of Clerk of the Corporation)

Diane Casale  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/12/2019

**DIANE E. CASALE, Notary Public**  
My Commission Expires March 12, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2016

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Michael Caruso <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> mcaruso@crossagency.com <b>FAX A/C No.:</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> The Upper Room a Family Resource Center  NH 03038	<b>INSURER A:</b> Citizens Ins Co of America
	<b>INSURER B:</b> Hanover Ins Co.
	<b>INSURER C:</b> IM Insurance Corp
	<b>INSURER D:</b> Mount Vernon Fire Ins Co
	<b>INSURER E:</b>
<b>INSURER F:</b>	<b>NAIC #</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR' INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse or Molestation Selection \$ 1,000,000																
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			7/1/2016	7/1/2017																	
	GEN'L AGGREGATE LIMIT APPLIES PER:																					
<input checked="" type="checkbox"/>	POLICY	PRO-JECT	LOC																			
	OTHER:																					
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
A	ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		7/1/2016	7/1/2017																	
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000																
B	EXCESS LIAB	CLAIMS-MADE		7/1/2016	7/1/2017																	
	DED	<input checked="" type="checkbox"/> RETENTION \$	0																			
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>PER STATUTE</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> <td>1,000,000</td> <td></td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$</td> <td>1,000,000</td> <td></td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$</td> <td>1,000,000</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	OTH-ER		E L EACH ACCIDENT	\$	1,000,000		E L DISEASE - EA EMPLOYEE	\$	1,000,000		E L DISEASE - POLICY LIMIT	\$	1,000,000	
<input checked="" type="checkbox"/>	PER STATUTE	OTH-ER																				
E L EACH ACCIDENT	\$	1,000,000																				
E L DISEASE - EA EMPLOYEE	\$	1,000,000																				
E L DISEASE - POLICY LIMIT	\$	1,000,000																				
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A		7/1/2016	7/1/2017																	
A	Professional Liability			7/1/2016	7/1/2017	Each Wrongful Act 1,000,000 Aggregate 3,000,000																

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

<b>CERTIFICATE HOLDER</b> (603) 271-1953  New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301-3860	<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>  Michael Caruso/BN5 <i>Michael Caruso</i>
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**The Upper Room, A Family Resource Center**

**Financial Statements**  
*(Audited)*

**June 30, 2015**

**With Comparative Totals for June 30, 2014**

**Chickering & Company, PLLC**  
**Certified Public Accountants**  
**Manchester, NH**

**The Upper Room, A Family Resource Center**

**Financial Statements  
(Audited)**

**June 30, 2015  
With Comparative Totals for June 30, 2014**

**Table of Contents**

	<u>Page (s)</u>
<b>Independent Auditor's Report .....</b>	<b>1</b>
<b>Financial Statements:</b>	
<b>Statements of Financial Position .....</b>	<b>2</b>
<b>Statements of Activities.....</b>	<b>3</b>
<b>Statements of Functional Expenses.....</b>	<b>4</b>
<b>Statements of Cash Flows.....</b>	<b>5</b>
<b>Notes to Financial Statements.....</b>	<b>6 - 11</b>

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**STATEMENTS OF FINANCIAL POSITION**  
**June 30, 2015 with Comparative Totals for 2014**  
*See Independent Auditor's Report*

		<b>ASSETS</b>	
		<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>			
Cash - operating	\$	146,505	\$ 218,675
Cash - restricted		11,027	21,658
Prepaid expense		2,958	3,076
Receivable from fundraising		-	3,150
Grants and contracts receivable		16,402	106,666
		<hr/>	<hr/>
<i>Total Current Assets</i>		176,892	353,225
<b>PROPERTY AND EQUIPMENT, at cost</b>			
Equipment and furniture		21,741	11,730
Leasehold improvements		44,490	35,448
		<hr/>	<hr/>
		66,231	47,178
Less: accumulated depreciation		(26,794)	(23,215)
		<hr/>	<hr/>
<i>Total Fixed Assets, Net</i>		39,437	23,963
<b>INVESTMENTS - certificates of deposit</b>			
		156,446	153,578
		<hr/>	<hr/>
<i>Total Assets</i>	<b>\$</b>	<b>372,775</b>	<b>\$ 530,766</b>
		<b>LIABILITIES &amp; NET ASSETS</b>	
<b>CURRENT LIABILITIES</b>			
Accounts payable and accrued expenses	\$	270	\$ 1,929
Accrued wages and payroll taxes		39,723	45,859
Accrued fundraising expenses		12,634	27,782
Scholarship payable		1,441	1,156
Deferred revenue		44,860	137,363
		<hr/>	<hr/>
<i>Total Current Liabilities</i>		98,928	214,089
<b>NET ASSETS</b>			
Unrestricted			
Undesignated		227,988	183,968
Board designated - endowment		29,457	26,043
		<hr/>	<hr/>
<i>Total Unrestricted</i>		257,445	210,011
Temporarily restricted		16,402	106,666
Permanently restricted		-	-
		<hr/>	<hr/>
<i>Total Net Assets</i>		273,847	316,677
		<hr/>	<hr/>
<i>Total Liabilities and Net Assets</i>	<b>\$</b>	<b>372,775</b>	<b>\$ 530,766</b>

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
**June 30, 2015 with Comparative Totals for 2014**  
*See Independent Auditor's Report*

<b>Year Ended June 30, 2015</b>	<b>Program Services</b>	<b>Management and General</b>	<b>Fund Raising</b>	<b>2015 Total</b>	<b>2014 Total</b>
<b>EXPENSES</b>					
Salaries	\$ 381,243	\$ 57,107	\$ 10,349	\$ 448,699	\$ 442,889
Payroll taxes	30,885	4,765	969	36,619	36,396
Benefits	14,163	6,788	132	21,083	20,171
<b>TOTAL SALARIES AND RELATED EXPENSES</b>	<b>\$ 426,291</b>	<b>\$ 68,660</b>	<b>\$ 11,450</b>	<b>\$ 506,401</b>	<b>\$ 499,456</b>
Supplies	13,137	1,157	9,011	23,305	19,831
Maintenance and repairs	15,610	3,795	-	19,405	15,457
Office expense	7,974	3,230	241	11,445	11,475
Communications	3,090	439	-	3,529	7,345
Utilities	12,632	2,229	-	14,861	15,693
Professional fees	5,702	3,821	1,531	11,054	9,864
Insurance	7,958	1,200	-	9,158	8,600
Postage and printing	909	706	367	1,982	2,527
Travel and conferences	6,910	31	98	7,039	7,240
Training and development	25	40	-	65	50
Depreciation	3,579	-	-	3,579	1,733
In-kind expenses					
Occupancy	64,800	-	-	64,800	66,340
Supplies and Program Services	97,497	-	-	97,497	81,236
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 239,823</b>	<b>\$ 16,648</b>	<b>\$ 11,248</b>	<b>\$ 267,719</b>	<b>\$ 247,391</b>
<b>TOTAL FUNCTIONAL EXPENSES - 2015</b>	<b>\$ 666,114</b>	<b>\$ 85,308</b>	<b>\$ 22,698</b>	<b>\$ 774,120</b>	
<b>TOTAL FUNCTIONAL EXPENSES - 2014</b>	<b>\$ 640,699</b>	<b>\$ 76,605</b>	<b>\$ 29,543</b>		<b>\$ 746,847</b>

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
For the Year Ended June 30, 2015

**NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Organization and Purpose*

The Upper Room, A Family Resource Center ("the Organization") operates as a nonprofit organization located in Derry, New Hampshire providing interactive educational programs and services which promote personal growth and builds bridges to, and through, the larger community for individuals and families.

The Organization derives its support from grants provided by the State of New Hampshire and the United Way, various fundraising activities, and contributions from various individuals, businesses and private foundations.

With a mission of providing the citizens of Derry and the surrounding communities with the services and resources they need to live happier, healthier and more self-sufficient lives, all Upper Room programs strive to help participants make healthy choices, develop healthy lifestyles and gain independence.

The Organization's programs and services currently consist of the following:

**Programs:**

- 1) *Greater Derry Family Outreach (GDFO)*, short term in-home parenting education and counseling;
- 2) *Families Reaching Our Goals (FROG)*, a support and play group for parents and children ages 0 – 6;
- 3) *Teen Information for Parenting Success (TIPS)*, a support program for young parents;
- 4) *Community Service Learning Opportunities (CSLO)*, supervised community service hours for youth;
- 5) *HiSet*, collaboration with Pinkerton Academy, the state's largest high school, for youth 16-21 getting ready to take the GED test in order to achieve a high school equivalency diploma;
- 6) *Greater Derry Juvenile Diversion (GDJD)*, an alternative to court for first time juvenile offenders;
- 7) *Adolescent Wellness Program (AWP)*, a comprehensive program promoting adolescent wellness through educational programs (Challenge Course, Take Control), parent support and access to services;
- 8) *Preventative Counseling*, Short term behavioral counseling;
- 9) *Parenting Education* - Classes and support groups for parents with children of all ages. These groups include Active Parenting of Teens, Active Parenting Today, 1 2 3 4 Parents! and Active Parenting for Step Families;
- 10) *Youth Education on Shoplifting (YES)* - a program for youth who have shoplifted;
- 11) *Healthy Families America* - a program to help expectant mothers and new parents get their children off to a healthy start.

**Services:**

- 1) *Volunteer/Internship Program* - Offering service opportunities to college students through supervised internships and volunteer opportunities for community members;
- 2) *Food Pantry* – Offering food to low income individuals and families. This program is funded by donations and work is performed by volunteers except for supervisory work;
- 3) *Resource and Referral Services* – Providing information and referrals to meet the needs of the community.

All programs and services adhere to the principles of Family Support America.

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
For the Year Ended June 30, 2015

**NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Cash and Cash Equivalents*

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. The Certificates of Deposit held at June 30, 2015 have terms ranging from four years to five years and are considered as short term investments. Restricted cash represents cash held in checking accounts relating to future gaming payouts and related expenses.

*Accrued Annual Leave*

Certain employees of the Organization are entitled to paid vacation, holiday, sick and personal days off, depending on job classification, length of service, and other factors. The Organization's policy is to accrue all vacation time earned and to recognize the costs of sick and personal day compensated absences when actually paid to employees. Accrued annual leave at June 30, 2015 was \$19,434.

*Income Taxes*

The Organization has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Organization is not subject to state income taxes. The Organization has evaluated its tax positions and concluded it has maintained its tax exempt and has taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. or State tax authorities for years before 2011.

*Estimates*

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

Significant estimates include the allocation of indirect expenses of programs and supporting services that are allocated on the Statements of Functional Expenses based on percentage allocations determined by management.

*Functional Expenses*

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities based on an estimate of personnel time. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**THE UPPER ROOM, A FAMILY RESOURCE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
For the Year Ended June 30, 2015

**NOTE 4--FUNDRAISING**

The fundraising revenue, which is from regularly scheduled bingo games and poker games, has been reported net of fundraising expenses as follows:

	<u>Bingo</u>	<u>Poker</u>	<u>Total</u>
Revenue – Gaming	\$227,856	\$10,405	\$238,261
Expenses – Gaming	(216,033)	(495)	(216,528)
Net Income – Gaming	<u>\$11,823</u>	<u>\$9,910</u>	<u>\$21,733</u>

At June 30, 2015 and 2014, the Organization held \$12,634 and \$27,782, respectively, in funds for future cash payouts and taxes.

**NOTE 5--NET ASSETS**

Unrestricted net assets: Unrestricted net assets include those net assets whose use is not restricted by donors, even though their use may be limited in other respects, such as by board designation.

*Undesignated:* Undesignated net assets are used for the general operations of the Organization.

*Designated:* The Board of Directors has authorized the setting aside of unrestricted funds for future planning. All interest income and any matching donations are set aside for a future endowment account. The funds are held in the operating account and total \$29,457 as of June 30, 2015.

Temporarily restricted net assets: Temporarily restricted net assets include those net assets whose use by the Organization has been donor restricted by specified time or purpose limitations.

Grant funds restricted to programs:

HiSet - General Educational Development	\$5,189
Healthy Families America	3,377
Greater Derry Family Outreach	<u>7,836</u>
Total temporarily restricted net assets	<u>\$16,402</u>

**NOTE 6--LEASE AGREEMENT**

The Organization occupies office and program space under a lease agreement with the Town of Derry which requires a payment of \$1.00 due on January 1. The term of the lease is twenty years, beginning January 2010 and ending December 31, 2030. All utilities, repairs, maintenance and improvements are the responsibility of the Organization. On July 1, 2010, the Organization made a prepayment of \$20 for the full term of the lease.

**INSTRUCTIONS FOR COMPLETING CERTIFICATE OF AUTHORITY**  
**(SIGNATURE AUTHORITY FOR A COMPANY, ORGANIZATION, LLC, PARTNERSHIP)**

Please note that contractors may have their own Certificate of Authority/Vote which may be used as long as they are approved by the Attorney General's Office.

Certificates are required for all P-37 contracts.

The following information is keyed to the blank spaces on the **CERTIFICATE OF AUTHORITY** following this section:

- A - The name of the Clerk or Secretary of the entity.
- B - The true, complete and legal name of the entity.
- C - The date upon which the corporation adopted a resolution authorizing the corporation to enter into this particular contract with State of New Hampshire. This date must be before the date the Clerk/Secretary signed the certificate in "J" below.
- D - The quoted resolution or excerpt which authorizes the corporation to enter into a contract with the State of New Hampshire and, if included in the same resolution, the authority given to a particular officer to sign the contract.

*(Note: The Certificate of Authority must indicate both that the corporation, partnership or association is authorized to enter into contracts with the State, and the name of the individual authorized to sign on behalf of the corporation, partnership or association. This information may be contained in either the by-laws or a resolution or both. It is not necessary to provide both the by-laws and a resolution if one or the other contains all of the relevant information. At the same time, it is not sufficient to submit the by-laws, resolution or both unless they specifically state the title of the person authorized to sign contracts and the fact that the contractor may enter into contracts with the State.)*

A sufficient resolution could be:

I. Company

**(NOTE - THESE ARE EXAMPLES ONLY)**

"That the Corporation enter into contracts with the State of New Hampshire for the provision by the Corporation of \_\_\_\_\_ services and any modifications, extensions or renewals thereof. This resolution shall remain in force until specifically revoked."

"To approve renewal of a contract with the State of New Hampshire for the (Name of Corp.) to (services), accepting from the State of New Hampshire \$ \_\_\_\_\_ for Fiscal Year 20\_\_ and \$ \_\_\_\_\_ for Fiscal Year 20\_\_."

"Contract – A resolution was made that (Name of Corp.) enter into a contract with the New Hampshire Department of Education to provide (services) for the next biennium, (date) through (date). Adopted in the affirmative."

"That this Corporation enter into a contract with the State of New Hampshire, Department of Education to provide (type of services)."

*(Note: If a copy of the resolution, minutes or by-law is attached rather than including an excerpt in this space, type "See Attached" and include it as an enclosure to the contract. Number the pages with the contract accordingly.)*

2. Partnership

"That (Name), a general partnership, enter into contracts with the State of New Hampshire for the provision by the partnership of (Type of Services) and any modifications, extensions or renewals thereof."

- E - The date upon which the governing body of the corporation adopted a by-law or article, empowering particular officers to sign contracts on behalf of the corporation. This must be before the date the Clerk/Secretary signed the certificate in "J" below.
- F - The text of that by-law or article or the portion thereof dealing with signature authority and/or authority to enter into the contract.

*(Note: A complete copy of the by-laws is not required as long as the appropriate excerpts are included in blanks D and F.)*

1. Company

(NOTE - THESE ARE EXAMPLES ONLY)

"Resolution – Be it further resolved that (Name), (Title), is authorized and empowered by this Board to sign any and all documents relating to this request."

"Resolution – '... with the President, (Name), being authorized to sign all agreements required to execute this contract."

"The President, (Name), shall sign and execute contracts in the name of the Corporation when authorized to do so by the Board of Directors..."

*(Note: If a copy of the resolution, minutes or by-law is attached rather than including an excerpt in this space, type "See Attached" and include it as an enclosure to the contract. Number the pages with the contract accordingly.)*

2. Partnership

"Both General Partners, (Name) and (Name), are authorized to individually sign and execute contracts on behalf of the partnership."

CAUTION: THE ABOVE ARE EXAMPLES ONLY. THE ACTUAL TEXT OF THE RESOLUTIONS, BY-LAWS, ETC OF THE CORPORATION ENTERING INTO CONTRACT WITH THE STATE MUST BE USED.

G,H,I- The typed or printed names of the persons occupying the indicated positions. If the positions are not correct, they may be changed. One of the people listed here should be the person authorized to sign by the by-laws or resolution and who signs in Block 1.11 of the General Provisions.

J- The date the Clerk/Secretary of the corporation affixes their names to this certificate. **THIS DATE MUST BE ON OR AFTER THE DATE OF ACKNOWLEDGMENT IN BLOCK 1.13 OF THE GENERAL PROVISIONS.**

K - The signature of the Clerk/Secretary. The person signing in this space CANNOT be the same person who has signed the contract in Block 1.11.

The Clerk/Secretary shall either affix the Corporate Seal or acknowledge his/her signature before a notary public or justice of the peace.

## Brenda Guggisberg

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Experience: August 2016 – Current  
Executive Director

- Oversight of operations and HR functions.
- Oversight of PR and agency relations.
- Develop and manage budgets.
- Oversee grants and development.
- Development of staff and programs.
- Oversight of building site, safety and improvement plans.
- Advocate and support children and families, including development of relationships with those entities that adapt policy that impacts the lives of children and families.
- Development of Board, and Strategic Plans
- Develop and maintain strong relationships with funding sources.
- Develop relationships with community partners.
- Collaborate to provide services that are unique and meet the community needs.

Interim Executive Director November 2015-August 2016

September 2006 –November 2015

HiSet Administrative Program Coordinator/Guidance Counselor

- Coordinate supports and services for students.
- Develop program policies and practices to meet the needs of Pinkerton Academy Options program , and The Upper Room.
- Facilitate and coordinate intake and assessments for incoming students seeking HiSet/High School Equivalency services, to address educational needs and to manage personal barriers to a students success so that they may more fully participate.
- Foster services with Employment Security and other employment agencies.
- Coordinate Life Skills /Career Pathways component of the program to provide basic competencies for young adults, to include career exploration and college investigation.
- Develop relationships with Community College Admissions, for ease of support to students.
- Collaborate with other area services when students have additional needs outside the program.
- Develop program to meet the needs of the students .
- Provide supervision to classroom instructor and tutors, including staff development and training needed to support staff in the program.
- Market and promote the program.
- Analyze and assess curriculum to develop strong test preparation programming.
- Offer pretesting and screening services to all interested students.

- Provide referrals and consults for students requiring additional supports to obtain their HiSet/High School Equivalency.
- Facilitate the HiSet/High school Equivalency Team meetings.
- Provide documentation and program reports to secure funding.
- Collaborate with other HiSet programs to develop positive systems for students coming in to program, and appropriate referrals to area schools or agencies.

December 2011-June 2016

**Administrative Coordinator/Parent Educator**

- Facilitate Parenting classes and groups
- Offer parenting resources and referrals based on parent need

**Administrative Operations Coordinator 2011- 6/2016**

Food Pantry

Building Operations/Maintenance/Contracts

Loss Management/Safety

December 2002 – July 2009 The Upper Room, Family Resource Center

**Program Coordinator TIPS (Teen Parenting Program)**

- Facilitate school and community based educational program for pregnant or parenting teens and young adults.
- Offer individual support to people seeking resources and referrals.
- Coordinate, and organize a monthly “Learn and Shop” event for teens participating in the program.
- Facilitate/coordinate prevention workshops for teens and/or their parents.
- Assist individuals in seeking the resources they need to be most effective as parents and students.
- Implement and facilitate a teen pregnancy and parenting curriculum to teens participating in the program.
- Oversee a children’s enrichment segment of the program, so that children of the teen parents are offered enriching activities, reading, and opportunities for group play.
- Supervise childcare staff and volunteers.
- Complete grant reports and documentation requirements to secure funding.
- Facilitate collaboration group to support teen parents in the Southern NH region.
- Provide the educational information for Pinkerton Academy to provide an approved course for study at Pinkerton.

**Education:** 1995 M. S. Ed. Guidance and Counseling, Russell Sage College, Troy, NY  
 1987 B.S. Psychology, Minor: Early Childhood Education,  
 Elmira College, Elmira NY

## Other Related:

Creating Systematic Support for Students with Emotional/Behavioral Challenges Burlington VT 1999  
Department of Education VT, Special Education Eligibility 2000  
School Law Course, St. Michael's Burlington VT Spring 2000  
Mentors make a Difference, Burlington VT 2000  
Schools Against Violence Workshop, Newark NY 2002  
Mandated Reporting Course, Canandaigua, NY 2002  
Stress Management for Women Portsmouth NH 2004  
Microsoft Training Session Derry, NH 2004  
Understanding Infant Adoption Workshop, Derry NH 2005  
Love? Belonging? Hook-Ups? What about teen relationships  
Portsmouth NH 2007  
Reducing the Risk: Building Skills to Prevent Pregnancy, STD's and HIV Curriculum Concord, NH 2007  
Workforce Readiness, Preparing our students Concord, NH 2007  
Active Parenting Total Derry, NH 2006  
Active Parenting Cooperative Divorce and Parenting Derry, NH 2007  
Time Mastery Workshop 2008  
Stress Reduction for Counselors 2008  
Heads Together Conference/Workforce Readiness 2009  
Human Service Ethics Training March 30, 2009  
Active Parenting for Stepfamilies Leader Training Workshop May 4, 2009  
Adult Ed Conference Concord, NH October 2009  
UNH Attachment/Working with Difficult Students Conference Manchester, NH December 2009  
Shared Youth Vision Conference Concord, NH January 2010  
Community Connections/PowerPoint 3/29/2010  
Focus on Student Health: Tips for Health and Wellness Educators August 5, 2010  
College 101: A Workshop for the New Guidance Professional September 24, 2010  
Understanding the Frontal Lobes: Emotional Regulation, Social Intelligence and Motivation 10/4/10  
New Hampshire Conference for Adult Educators October 30, 2010  
NH Adult Ed Conference 10/11, HiSet Training 8/2013  
NH Adult Ed Conference 10/12 Webbs Depth of Knowledge Online workshop 2013  
Practical Strategies for working with Difficult Students Hybrid Course 1/13-6/13  
NH Adult Ed Conference 10/14, Math Training 3 Day Workshop 6/2014, Suicide Prevention Training 1/2015  
Suicide Prevention Training 1/2015  
Motivating Students Hybrid Course through NH Adult Ed 1/15 - 4/15  
Mental Health First Aide Course 6/19/15  
OMB Guidelines/Audit Information, Center for Non Profits 12/4/15  
Understanding Advocacy as an Essential Board Function 2/29/16  
Grant Development Enterprise Bank -3/2016  
Developing DHHS Contracts September 2016

Janis Lilly

**Objective**

To bring my passion for advocacy and education to an innovative organization and New England families. A highly motivated and creative self-starter that understands the art of time management, plate spinning and working with others.

**Experience**

**2009 – Present    The Upper Room    Derry, NH  
Program Coordinator for Teen Information for Parenting Success (TIPS) &  
Resource Specialist for Healthy Families America**

- Individual case management for teen parents and their children through one-on-one meetings and phone contact.
- Develop, coordinate and execute weekly group meetings at The Upper Room and several local high schools in Rockingham and surrounding counties.
- Participate in training and supervision of volunteers and interns.
- Maintain and report on grant funding requirements; quarterly reports and surveys.
- Access, screen and refer to resources high risk families in Rockingham County, the state's second largest county, as part of New Hampshire's Healthy Families America home visiting program. Coordinate with multiple home visiting programs, family resource centers and nonprofit agencies for client referrals and continuing supports.

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**2010 – 2012    Friends of Recovery New Hampshire    Manchester, NH  
Families Advocating for Substance Abuse Treatment, Education &  
Recovery (FASTER) Program Coordinator**

- Understanding of the addiction prevention, treatment, and recovery community systems in New Hampshire.
- Built relationships with key constituencies (local and state community leaders, service providers).
- Oversee the development and implementation of peer-to-peer parent support curriculum throughout the state of New Hampshire.
- Working with volunteers and community organizing for sponsored events.
- Planning and presentation of information to community networks.

**2004 - 2006    The Sojourner House    Rochester, NY  
Arts and Education Outreach Coordinator**

- Developed and directed new programs and opportunities for current and former residents' school age children.
- Provided overall administrative support to weekly children's multi-cultural arts and educational programs.
- Coordinated and trained volunteers for program assistance.

**Education and  
Certifications**

**2016 Midwives College of Utah**

- B.S. Midwifery Program

**2014 - 2016 Gordon College & Montessori Institute of New England**

- Masters of Education (M.Ed.) concentration in Montessori
- American Montessori Society Infant and Toddler Certification

**2007 - 2011 Empire State College Rochester, NY**

- B.A. Community Arts Management with courses in sociology and human development.

December 2015 National Victim Assistance Academy Victim Assistance Training  
November 2014 Bridges Crisis Center Volunteer Advocate Training  
February 2013 Parents as Teachers Foundational Curriculum Training  
June 2012 Darkness to Light Stewards of Children Authorized Facilitator Training  
October 2009 Planned Parenthood Sexuality Educators Certification  
September 2009 Active Parenting Now, Active Parenting Leader  
June 2009 Lamaze International Childbirth Educator Training  
May 2009 DONA International Birth and Postpartum Doula Training