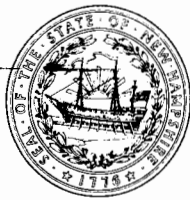


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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9196 1-800-852-3345 Ext. 9196

Maureen U. Ryan  
Director of Human  
Services

FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 1, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Human Services, Office of Homeless & Housing, to enter into an agreement with the seven (7) vendors listed below, in an amount not to exceed \$99,988, to provide administration of the Homeless Housing and Access Revolving Loan Fund (HHARLF) Program, to be effective July 1, 2017, or date of Governor and Council approval, whichever is later, through June 30, 2019. 100% General Funds.

Vendor	Vendor Number	Amount
Community Action Program of Belknap/Merrimack County	177203-B003	\$14,284
Community Action Partnership of Strafford County	177200-B004	\$14,284
Southern New Hampshire Services, Inc.	177198-B006	\$14,284
Southwestern Community Services, Inc.	177511-P001	\$14,284
The Front Door Agency, Inc.	156244-B001	\$14,284
The Way Home, Inc.	166673-B001	\$14,284
Tri-County Community Action Program, Inc.	177195-B009	\$14,284
<b>TOTALS:</b>		<b>\$99,988</b>

Funds are anticipated to be available in the following account for SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets.

**05-95-42-423010-7925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOMELESS HOUSING ACCESS FUND**

**Community Action Program of Belknap/Merrimack County**

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Svcs	42307925	\$7,142
2019	102-500731	Contracts for Program Svcs	42307925	\$7,142
			Sub-total	\$14,284

**Community Action Partnership of Strafford County**

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Svcs	42307925	\$7,142
2019	102-500731	Contracts for Program Svcs	42307925	\$7,142
			Sub-total	\$14,284

**Southern New Hampshire Services, Inc.**

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Svcs	42307925	\$7,142
2019	102-500731	Contracts for Program Svcs	42307925	\$7,142
			Sub-total	\$14,284

**Southwestern Community Services, Inc.**

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Svcs	42307925	\$7,142
2019	102-500731	Contracts for Program Svcs	42307925	\$7,142
			Sub-total	\$14,284

**The Front Door Agency, Inc.**

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Svcs	42307925	\$7,142
2019	102-500731	Contracts for Program Svcs	42307925	\$7,142
			Sub-total	\$14,284

**The Way Home, Inc.**

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Svcs	42307925	\$7,142
2019	102-500731	Contracts for Program Svcs	42307925	\$7,142
			Sub-total	\$14,284

**Tri-County Community Action Program, Inc.**

Fiscal Year	Class	Title	Activity Code	Budget
2018	102-500731	Contracts for Program Svcs	42307925	\$7,142
2019	102-500731	Contracts for Program Svcs	42307925	\$7,142
			Sub-total	\$14,284
			<b>Total:</b>	<b>\$99,988</b>

**EXPLANATION**

Funds in these agreements will be used for the vendors to administer the Homeless Housing Access Revolving Loan Fund (HHARLF) program, which is designed to assist homeless individuals and families with access to permanent housing by providing loans for the first month of rent and/or security deposits.

Vendors shall utilize HHARLF to provide loans for the first month's rent and/or security deposits to homeless individuals and families. To be eligible, applicants shall have no permanent address and shall be residing temporarily in a shelter for the homeless, a hotel/motel, the home of another household designed for occupancy by only one household, or be entirely without shelter. Repayment terms of the loans are determined by the contracted agencies. This program assists homeless individuals and families in securing affordable housing that they have previously been unable to secure due to lack of resources.

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

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

The above listed Vendors were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from September 30, 2016 through November 18, 2016.

The Department of Health and Human Services was presented with a total of seven (7) applications. The applications were reviewed and scored by a team of individuals with program specific knowledge. All applicants were selected. The Bid Summary is attached.

As referenced in the Request for Applications, and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

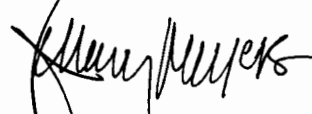
Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by: Jeffrey A. Meyers  
Commissioner



New Hampshire Department of Health and Human Services  
 Office of Business Operations  
 Contracts & Procurement Unit  
 Summary Scoring Sheet

Homeless Housing and Access  
 Revolving Loan Fund (HHARLF)

RFA-2018-BHHS-020HOMEL

RFA Name

RFA Number

Reviewer Names

1. Melissa Hatfield, Bureau Administrator, BHHS
2. Julie Lane, Program Specialist III, BHHS
3. Betsy O'Connor, Program Specialist III, BHHS
4. Kristi Schott, Supervisor IV, Ofc of Program Support
- 5.
- 6.
- 7.
- 8.
- 9.

Pass/Fail	Maximum Points	Actual Points
	100	77
	100	98
	100	94
	100	92
	100	99
	100	96
	100	90

Bidder Name

1. Community Action Partnership of Strafford County

2. Community Action Program Belknap-Merrimack Counties, Inc.

3. Southern New Hampshire Services

4. Southwestern Community Services

5. The Front Door Agency

6. The Way Home

7. Tri-County Community Action Program

Subject: Homeless Housing and Access Revolving Loan Fund (HHARLF) (RFA-2018-BHHS-02-HOMEL-01)

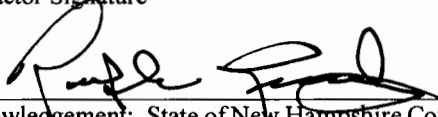
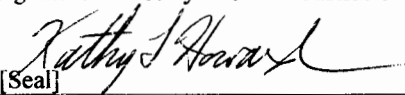
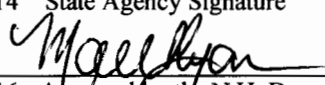
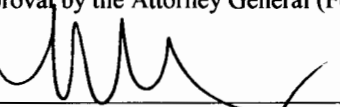
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap and Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive P.O. Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-42-423010-7925-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$14,284.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack  On April 4, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018			
1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
Date: 5/3/17			
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: _____ Attorney 5/11/17			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

*Handwritten initials and date:* R-L 4/4/17

**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

Contractor Initials                       
Date 4/10/17

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.

Contractor Initials   
Date 4/11/17

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**

**1. Provisions Applicable to All Services**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the Homeless Housing and Access Revolving Loan Fund (HHARLF). In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. 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.
- 1.5. 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.
- 1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

**2. Scope of Work**

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter Homeless Housing and Access Revolving Loan Fund (HHARLF) RSA 126-A:63, it will utilize Homeless Housing and Access Revolving Loan Fund (HHARLF) funds for



Exhibit A

contract services indicated below and specified in Exhibit B of this agreement.

- 2.2. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
- 2.3. The Contractor shall disburse funds or equivalent vouchers to landlords.
- 2.4. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.
- 2.5. The Contractor shall establish loan repayment terms as established by the Department in consultation with the Governor's Interagency Council on Homelessness, and include the requirement that repayment begins no later than one hundred and twenty (120) days after the loan is disbursed.
- 2.6. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.
- 2.7. The Contractor shall be responsible for all municipalities in Belknap and Merrimack Counties, which shall be known as their Service Areas.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports documenting all activities related to HHARLF services, including tracking the default rate, and monitoring dispersed and recovered HHARLF funds.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with Contractor performance.

R.G.  
2/14/17



**Exhibit A**

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- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.

*R-S*  
*4/4/15*



Exhibit B

**Method and Conditions Precedent to Payment**

**1. General Provisions**

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This Contract is funded 100% by the New Hampshire General Fund as follows:
  - 1.2.1. SFY18 not to exceed \$7,142
  - 1.2.2. SFY19 not to exceed \$7,142
  - 1.2.3. July 1, 2017 – June 30, 2019: Not to exceed \$14,284
- 1.3. Subject to the availability of State general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program, in an amount not to exceed, and for the time period specified above.

**2. Reports**

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one (1) 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 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.
- 3.2. **Payment of Project Costs:** Subject to the availability of State, general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State

*[Handwritten Signature]*  
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**Exhibit B**

agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program in an amount not to exceed as specified above.

Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

Invoices shall be mailed to:

Department of Health and Human Services  
Division of Homeless and Housing  
129 Pleasant Street  
Concord, NH 03301

- 3.3. Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report, or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance.

If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The Homeless Housing and Access Revolving Loan Fund Program.

**4. Use of Grant Funds**

- 4.1. The State agrees to provide payment for actual costs, up to but not to exceed the amount for the Homeless Housing and Access Revolving Loan Fund Program as specified in this Exhibit.
- 4.2. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the Price Limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
- 4.3. **Conformance to 2 CFR Part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

*[Handwritten Signature]*  
*[Handwritten Date]*



**Exhibit B**

**5. Contractor Financial Management System**

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.2 of this Agreement.



**SPECIAL PROVISIONS**

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

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

*[Handwritten Signature]*

*[Handwritten Date]*



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

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

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

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

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

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Date *4/9/17*



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

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

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

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

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

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

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

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

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

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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

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

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Date 4/9/17



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

Contractor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

4/4/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

4/4/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order 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

*AS*  
4/9/17





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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

4/4/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Contractor Initials   
Date 4/4/17



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

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

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

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

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

Exhibit G

Contractor Initials

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

2/2/17

**New Hampshire Department of Health and Human Services  
Exhibit G**



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

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

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

Contractor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

4/4/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Exhibit G

Contractor Initials AL

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

Date 4/4/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

4/4/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Contractor Initials RL  
Date 4/4/17



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

4/11/17



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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





Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*[Handwritten Signature]*  
Date 4/4/17



Exhibit I

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

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

\_\_\_\_\_  
The State

Maureen Ryan  
Signature of Authorized Representative

Maureen Ryan  
Name of Authorized Representative

Director  
Title of Authorized Representative

5/4/17  
Date

\_\_\_\_\_  
Community Action Program  
Belknap-Merrimack Counties, Inc.

\_\_\_\_\_  
Name of the Contractor

Ralph Littlefield  
Signature of Authorized Representative

Ralph Littlefield  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

4/4/2017  
Date

R-L

4/4/17



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

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

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

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


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

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

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

Contractor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

4/4/2017  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Contractor Initials RL  
Date 4/4/17



**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: 07-399-7504
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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

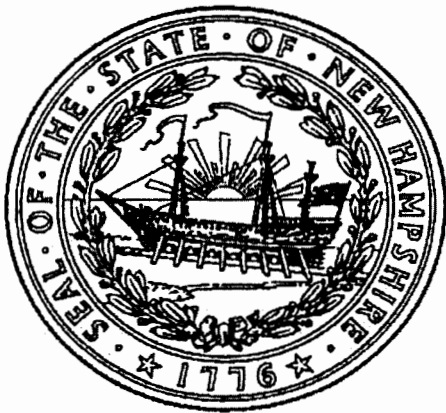
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**Community Action Program Belknap-Merrimack Counties, Inc.**

**CERTIFICATE OF VOTE**

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/12/2017, such authority to be in force and effect until 6/30/2019 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.


IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 4th day of April, 2017.

  
Secretary-Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 4th day of April, 2017, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Kathy L. Howard, Notary Public  
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire  
My Commission Expires October 16, 2018

**COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**

**CORPORATE RESOLUTION**

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
  - Bureau of Elderly and Adult Services for elderly programs
  - Bureau of Homeless and Housing Services for homeless/housing programs
  - Division of Children, Youth, and Families for child care programs
  - Division of Family Assistance for Community Services Block Grant
  - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 12, 2017, and has not been amended or revoked and remains in effect as of the date listed below.

4/4/2017

Date



Dennis T. Martino  
Secretary/Clerk

SEAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2017

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> Karen Shaughnessy <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>National Union Fire Insurance</td> <td>19445</td> </tr> <tr> <td>INSURER B</td> <td>AmGuard Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER C</td> <td>Hanover Ins Co.</td> <td></td> </tr> <tr> <td>INSURER D</td> <td>Chubb Insurance</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	National Union Fire Insurance	19445	INSURER B	AmGuard Ins Co	42390	INSURER C	Hanover Ins Co.		INSURER D	Chubb Insurance		INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302																					

**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 All lines      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Including Professional			29-LX-067991165-1	10/1/2016	10/1/2017	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers Liability \$ 1,000,000
D	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			82471794	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			29-CA-084608752-1	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29-UD-016698261	10/1/2016	10/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
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	Y/N	N/A	COWC771597 (3a.) NH All officers included	6/17/2016	6/17/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Blanket Crime			BDV1945863	3/27/2017	3/27/2018	Limit 500,000
A	Professional			29-LX-067991165-1	10/1/2016	10/1/2017	Limit 1,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept. of Health & Human Services 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 Talitha Franggos/KS5 <i>Talitha Franggos</i>
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# Community Action Program Belknap-Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016  
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

## COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

(Approved by Agency Board of Directors on 02/24/05  
as part of the Agency Bylaws.)

### STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization offers a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

CAPBMCI Statement of Purpose

**ALTON**  
Senior Center ..... 875-7102  
Prospect View Housing ..... 875-3111

**BELMONT**  
Senior Center ..... 367-6967  
Heritage Terr. Housing ..... 267-6901

**BRADFORD**  
Senior Center ..... 938-3104

**CONCORD**  
Area Center ..... 225-6880  
Head Start ..... 224-4482  
Early Head Start ..... 224-4482  
Concord Area  
Meals-on-Wheels ..... 225-8052  
Concord Area Transit ..... 225-1989  
Horseshoe Pond Place ..... 225-6956  
WRC/BFP ..... 225-2080  
Workplace Success ..... 223-2365

**EPSOM**  
Meadow Brook Housing ... 734-8250

**FRANKLIN**  
Area Center ..... 834-3444  
Head Start ..... 834-2161  
Early Head Start ..... 834-2161  
Senior Center ..... 834-4151  
Riverside Housing ..... 834-6340

**KEARSARGE VALLEY**  
Area Center ..... 466-2207  
Head Start ..... 466-2208  
North Ridge Housing ..... 466-3386

**LACONIA**  
Area Center ..... 524-6512  
Head Start ..... 528-6334  
Early Head Start ..... 528-6334  
Senior Center ..... 524-7689  
Family Planning ..... 524-6483  
Prenatal ..... 524-6483  
Wanipisaukee Transit ..... 528-2496  
Workplace Success ..... 524-4367

**MEREDITH**  
Area Center ..... 279-6996

**NEWBURY**  
Newbury Commons  
Housing ..... 783-0300

**OSSIPEE**  
Family Planning ..... 538-7552  
Prenatal ..... 538-7552

**PEMBROKE**  
Village at Pembroke Farms  
Housing ..... 466-1842

**PITTSFIELD**  
Senior Center ..... 436-8482  
Head Start ..... 436-8818  
Early Head Start ..... 436-8811

**SUNCOOK**  
Area Center ..... 485-7824  
Senior Center ..... 485-4254

**TILTON**  
Senior Center ..... 527-8291

*Financial Statements*

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**COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**

**FOR THE YEARS ENDED  
FEBRUARY 29, 2016 AND FEBRUARY 28, 2015  
AND  
INDEPENDENT AUDITORS' REPORTS**

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

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*Leone,  
McDonnell  
& Roberts*

PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

**INDEPENDENT AUDITORS' REPORT**

**Report on the Financial Statements**

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 29, 2016 and February 28, 2015, and the related statements of cash flows for the years then ended and the statements of activities and functional expenses and the related notes to the financial statements for the year ended February 29, 2016.

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

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

**Auditors' Responsibility**

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2016 and February 28, 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 29, 2016 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2016, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leane McDonnell & Roberts*  
*Professional Association*  
Concord, New Hampshire  
October 25, 2016

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 29, 2016 AND FEBRUARY 28, 2015**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 1,123,997	\$ 663,946
Accounts receivable	2,643,755	2,905,020
Inventory	29,923	33,442
Prepaid expenses	<u>100,924</u>	<u>188,546</u>
Total current assets	<u>3,898,599</u>	<u>3,790,954</u>
<b>PROPERTY</b>		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	<u>5,942,708</u>	<u>5,912,869</u>
Total property	10,560,997	10,531,158
Less accumulated depreciation	<u>(6,824,303)</u>	<u>(6,515,032)</u>
Property, net	<u>3,736,694</u>	<u>4,016,126</u>
<b>OTHER ASSETS</b>		
Investments	72,306	70,897
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>211,747</u>	<u>210,338</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 7,847,040</u></b>	<b><u>\$ 8,017,418</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 154,380	\$ 145,551
Accounts payable	1,182,814	1,629,667
Accrued expenses	973,674	993,053
Refundable advances	<u>1,122,035</u>	<u>916,503</u>
Total current liabilities	3,432,903	3,684,774
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>1,312,780</u>	<u>1,465,279</u>
Total liabilities	<u>4,745,683</u>	<u>5,150,053</u>
<b>NET ASSETS</b>		
Unrestricted	2,485,093	2,317,222
Temporarily restricted	<u>616,264</u>	<u>550,143</u>
Total net assets	<u>3,101,357</u>	<u>2,867,365</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 7,847,040</u></b>	<b><u>\$ 8,017,418</u></b>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 29, 2016  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grant awards	\$ 16,076,420		\$ 16,076,420	\$ 16,673,978
Other funds	2,297,902	\$ 2,524,604	4,822,506	5,752,912
In-kind	906,423		906,423	848,954
United Way	33,840		33,840	94,850
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	19,314,585	2,524,604	21,839,189	23,370,694
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
	<u>2,458,483</u>	<u>(2,458,483)</u>	<hr/>	<hr/>
Total	<u>21,773,068</u>	<u>66,121</u>	<u>21,839,189</u>	<u>23,370,694</u>
<b>EXPENSES</b>				
Salaries and wages	8,035,121		8,035,121	8,177,739
Payroll taxes and benefits	2,120,907		2,120,907	2,186,454
Travel	289,250		289,250	295,726
Occupancy	1,162,923		1,162,923	1,297,227
Program services	7,324,464		7,324,464	8,923,081
Other costs	1,452,092		1,452,092	1,530,175
Depreciation	314,017		314,017	415,224
In-kind	906,423		906,423	848,954
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	<u>21,605,197</u>	<hr/>	<u>21,605,197</u>	<u>23,674,580</u>
<b>CHANGE IN NET ASSETS</b>	167,871	66,121	233,992	(303,886)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,317,222</u>	<u>550,143</u>	<u>2,867,365</u>	<u>3,171,251</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,485,093</u>	<u>\$ 616,264</u>	<u>\$ 3,101,357</u>	<u>\$ 2,867,365</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 29, 2016 AND FEBRUARY 28, 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 233,992	\$ (303,886)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	314,017	415,224
(Gain) loss on sale of property	164	(22,350)
Loss on investment	-	32,335
(Increase) decrease in current assets:		
Accounts receivable	261,265	(269,302)
Prepaid expenses	87,622	11,059
Inventory	3,519	-
Increase (decrease) in current liabilities:		
Accounts payable	(446,853)	50,908
Accrued expenses	(19,379)	(127,249)
Refundable advances	<u>205,532</u>	<u>3,655</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>639,879</u>	<u>(209,606)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property	(34,749)	(60,450)
Investment in partnership	(1,409)	(8,793)
Proceeds from sale of property	<u>-</u>	<u>29,764</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(36,158)</u>	<u>(39,479)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of long term debt	<u>(143,670)</u>	<u>(135,360)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(143,670)</u>	<u>(135,360)</u>
<b>NET INCREASE IN CASH</b>	460,051	(384,445)
<b>CASH BALANCE, BEGINNING OF YEAR</b>	<u>663,946</u>	<u>1,048,391</u>
<b>CASH BALANCE, END OF YEAR</b>	<u>\$ 1,123,997</u>	<u>\$ 663,946</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 121,170</u>	<u>\$ 139,724</u>

See Notes to Financial Statements



**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 29, 2016  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Program</u>	<u>Management</u>	<u>2016 Total</u>	<u>2015 Total</u>
Salaries and wages	\$ 7,658,987	\$ 376,134	\$ 8,035,121	\$ 8,177,739
Payroll taxes and benefits	1,955,497	165,410	2,120,907	2,186,454
Travel	285,650	3,600	289,250	295,726
Occupancy	1,058,001	104,922	1,162,923	1,297,227
Program Services	7,324,464	-	7,324,464	8,923,081
Other costs:				
Accounting fees	9,875	37,275	47,150	49,086
Legal fees	17,000	957	17,957	2,362
Supplies	234,077	25,544	259,621	247,832
Postage and shipping	57,119	1,153	58,272	60,580
Equipment rental and maintenance	3,455	70	3,525	4,282
Printing and publications	2,711	46	2,757	5,021
Conferences, conventions and meetings	20,726	10,206	30,932	12,834
Interest	114,722	6,448	121,170	139,724
Insurance	179,133	14,761	193,894	236,109
Membership fees	11,264	19,241	30,505	12,317
Utility and maintenance	109	51,455	51,564	58,556
Other	610,199	24,546	634,745	701,472
Depreciation	313,047	970	314,017	415,224
In kind	906,423	-	906,423	848,954
Total functional expenses	<u>\$ 20,762,459</u>	<u>\$ 842,738</u>	<u>\$ 21,605,197</u>	<u>\$ 23,674,580</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

**Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

**Financial Statement Presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 29, 2016 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$616,264.

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 generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2015, from which the summarized information was derived.

**Income Taxes**

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program Belknap – Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program Belknap – Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2012.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed

its tax position taken on its information returns for the years (2012 through 2015), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

**Property**

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

**Use of Estimates**

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

**Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

**Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

**Contributed Services**

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

**In-Kind Donations / Noncash Transactions**

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$906,423 in donated facilities, services and supplies for the year ended February 29, 2016 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$511,159 for the year ended February 29, 2016.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$390,584 for the year ended February 29, 2016.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$4,680 for the year ended February 29, 2016.

### **Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 29, 2016 amounted to \$24,277.

## **2. ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 29, 2016. The Organization has no policy for charging interest on overdue accounts.

## **3. REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,122,035 as of February 29, 2016.

## **4. RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2016 totaled \$258,117.

## **5. LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 29, 2016, the annual lease expense for the leased facilities was \$455,024.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2017	\$33,355
2018	16,631
2019	<u>4,923</u>
Total	<u>\$54,909</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$401,279 at February 29, 2016.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 29, 2016) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 29, 2016.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2016:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,002,930

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 29, 2016. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 359,440

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 85,472

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for the Franklin Community Services building. 19,318

Total 1,467,160  
 Less amounts due within one year 154,380

Long term portion \$ 1,312,780

The scheduled maturities of long term debt as of February 29, 2016 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2017	\$ 154,380
2018	163,753
2019	173,709
2020	184,280
2021	195,505
Thereafter	<u>595,533</u>
	<u>\$ 1,467,160</u>

**9. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2016:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>5,942,708</u>
	10,560,997
Less accumulated depreciation	<u>(6,824,303)</u>
Property and equipment, net	<u>\$ 3,736,694</u>

Depreciation expense for the year ended February 29, 2016 was \$314,017.

**10. CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this

contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2016. Monitoring has not indicated any discrepancies.

**11. CONCENTRATION OF RISK**

For the year ended February 29, 2016, approximately \$10,100,000 (46%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 29, 2016, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 29, 2016, there were no deposits in excess of the uninsured limits.

**12. TEMPORARILY RESTRICTED NET ASSETS**

At February 29, 2016, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

**Restricted Purpose**

Senior Center	\$ 126,276
Elder Services	264,748
NH Rotary Food Challenge	5,071
Common Pantry	6,535
Community Crisis	3,578
<hr/>	
Caring Fund	18,517
Agency-FAP	26,458
Agency-H/S	163,386
FGP/SCP Assoc. Region 1	1,032
Other Programs	<u>663</u>
	<u>\$ 616,264</u>

**13. RELATED PARTY TRANSACTIONS**

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at February 29, 2016.

Community Action Program Belknap - Merrimack Counties, Inc. serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 29, 2016 was \$173,854.

**14. RECLASSIFICATION**

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

**15. FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$72,306 at February 29, 2016.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.



Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 29, 2016, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 70,897
Total gains (losses) - realized /unrealized	(2,153)
Purchases	<u>3,562</u>
Ending Balance – mutual funds	<u>\$ 72,306</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

**16. FISCAL AGENT**

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

**17. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 25, 2016, the date the financial statements were available to be issued.

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2016**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA <u>NUMBER</u>	PASS THROUGH GRANTOR <u>NUMBER</u>	<u>EXPENDITURES</u>
<b><u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u></b>			
Head Start	93.600	N/A	\$ 3,673,177
<b>Through State of New Hampshire</b>			
Weatherization-HRRP	93.568		78,525
Fuel Assistance	93.568	611001	3,299,050
Community Services Block Grant	93.569	610155	475,127
Community Services Block Grant - Discretionary	93.570	610155	47,385
Title XX - Block Grant	93.667	410338	275,567
Family Planning	93.217	610237	94,137
Family Planning	93.558	610237	36,500
Family Planning	93.940	610237	5,594
Home Visiting	93.505	Unknown	71,559
Prenatal	93.994	520243	24,533
Merrimack County Service Link Program	93.324	Unknown	20,656
Merrimack County Service Link Program	93.052	Unknown	3,841
Merrimack County Service Link Program	93.667	Unknown	84,676
Merrimack County Service Link Program	93.048	Unknown	95,859
Merrimack County Service Link Program	93.517	Unknown	37,217
Merrimack County Service Link Program	93.778	Unknown	710
<b>Aging Cluster</b>			
Elder Services/NSIP	93.053	410338	223,926
Fuel Assistance-SEAS	93.044	611001	7,533
Title III Part C	93.045	410338	589,857
Title III Part B Rural Transportation	93.044	410338	101,096
<b>Total Aging Cluster</b>			<u>922,412</u>
<b>Child Care and Development Fund Cluster</b>			
Head Start - Child Care	93.596	Unknown	414,808
Head Start - Child Care	93.575	Unknown	142,742
<b>Total Child Care and Development Fund Cluster</b>			<u>557,550</u>
<b>Through Southern New Hampshire Services</b>			
Workplace Success	93.558	Unknown	<u>231,336</u>
<b>Through Lakes Region Partnership for Public Health</b>			
Marketplace Assister Services	93.525	Unknown	<u>35,886</u>
<b>Through Gateways Community Services</b>			
Veterans Independent Program	93.778	Unknown	<u>308</u>
<b>Through Easter Seals NH, Inc.</b>			
Veterans Partnership	93.778	Unknown	<u>12,468</u>
			<u>10,084,073</u>
<b><u>US DEPARTMENT OF AGRICULTURE</u></b>			
<b>Through State of New Hampshire</b>			
WIC	10.557	611080	782,975
Senior Farmers Market	10.576	Unknown	84,172
CACF Head Start/USDA	10.558	Unknown	219,409
Summer Food-USDA	10.559	Unknown	152,364
<b>Food Distribution Cluster</b>			
CSFP	10.565	611080	770,857
Surplus Food-TEFAP/Admin	10.568	Unknown	179,457
Surplus Food-TEFAP	10.569	Unknown	1,479,922
<b>Total Food Distribution Cluster</b>			<u>2,430,236</u>
<b>Through Rural Development</b>			
Housing Preservation	10.433	Unknown	<u>19,558</u>
			<u>3,688,714</u>
<b><u>CORPORATION FOR NATIONAL SERVICES</u></b>			
Senior Companion	94.016	N/A	<u>311,683</u>

**US DEPARTMENT OF TRANSPORTATION**

**Through State of New Hampshire**

Concord Area Transit	20.509	Unknown	544,280
Winnepesaukee Transit System	20.509	68022	<u>55,764</u>
			<u>600,044</u>

**Transportation Cluster**

Concord Area Transit-New Freedom	20.521	Unknown	8,399
Concord Area Transit	20.513	Unknown	20,054
Winnepesaukee Transit System	20.521	Unknown	<u>3,687</u>
<b>Total Transportation Cluster</b>			<u>32,140</u>

**Through County of Merrimack**

Rural Transportation	20.513	Unknown	36,327
Volunteer Driver Program	20.513	Unknown	<u>76,982</u>
			<u>113,309</u>

745,493

**US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**Through State of New Hampshire**

Outreach Program	14.235	Unknown	85,078
Homeless Prevention	14.235	Unknown	17,433
Supportive Housing Services	14.235	Unknown	<u>71,399</u>
			173,910

**Through National Center for Healthy Housing**

Radon Program	14.906	Unknown	<u>2,645</u>
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176,555

**US DEPARTMENT OF ENERGY**

**Through State of New Hampshire**

Weatherization	81.042	551896	<u>207,222</u>
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**US DEPARTMENT OF LABOR**

**Through State of New Hampshire**

Senior Community Service Employment	17.235	610063	<u>420,038</u>
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**Through Southern New Hampshire Services**

**WIA Cluster**

WIA-Adult Program	17.258	Unknown	95,082
WIA-Dislocated Worker Program	17.260	Unknown	<u>103,788</u>

**Total WIA Cluster** 198,870

618,908

**TOTAL AWARDS EXPENDED**

**\$ 15,832,648**

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED FEBRUARY 29, 2016**

**NOTE 1**      **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2**      **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

**NOTE 3**      **INDIRECT COST RATE**

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 4**      **FOOD COMMODITIES**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 29, 2016, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 25, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
October 25, 2016

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH  
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE  
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2016. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2016.

**Report on Internal Control Over Compliance**

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leon McDonnell & Roberts  
Professional Association*

Concord, New Hampshire  
October 25, 2016



**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with GAAP.
  2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
  3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., were disclosed during the audit.
  4. No significant deficiencies to the audit of the major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*.
  5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
- 
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
  7. The programs tested as major programs include:
    - 93.568 Low-Income Home Energy Assistance
    - 93.044 Special Programs for the Aging - Title III, Part B - Grant for Supportive Services and Senior Citizens
    - 93.045 Special Programs for the Aging - Title III, Part C - Nutrition Services
    - 93.053 Nutrition Services Incentive Program
    - Enhanced Mobility of Seniors and Individuals With Disabilities
    - 93.569 Community Services Block Grant
  8. The threshold for distinguishing Type A and B programs was \$750,000.
  9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT**

None

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<b><u>Grant Period</u></b> <b><u>10/1/14-9/30/15</u></b>	<b><u>Grant Period</u></b> <b><u>10/1/15-9/30/16</u></b>	<b><u>Total</u></b>
<b>Revenues</b>			
Division of Human Resources	\$ 739,855	\$ 2,559,195	\$ 3,299,050
Other	<u>130,850</u>	<u>-</u>	<u>130,850</u>
	<b><u>\$ 870,705</u></b>	<b><u>\$ 2,559,195</u></b>	<b><u>\$ 3,429,900</u></b>
<b>Expenditures</b>			
Personnel	\$ 210,966	\$ 184,298	\$ 395,264
Fringe benefits	31,155	29,580	60,735
Travel	3,697	1,939	5,636
Occupancy	28,234	20,344	48,578
Direct program costs	563,961	2,294,023	2,857,984
Other costs	<u>32,692</u>	<u>29,011</u>	<u>61,703</u>
	<b><u>\$ 870,705</u></b>	<b><u>\$ 2,559,195</u></b>	<b><u>\$ 3,429,900</u></b>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<b><u>Grant Period</u></b> <b><u>7/1/14 - 6/30/15</u></b>	<b><u>Grant Period</u></b> <b><u>7/1/15 - 6/30/16</u></b>	<b><u>Total</u></b>
<b>Revenues</b>			
Corporation for National Services	\$ 90,892	\$ 220,791	\$ 311,683
<b>Expenditures</b>			
Personnel	\$ 93,539	\$ 158,882	\$ 252,421
Fringe benefits	(15,937)	13,461	(2,476)
Travel	11,480	43,730	55,210
Other costs	1,810	4,718	6,528
	<u>\$ 90,892</u>	<u>\$ 220,791</u>	<u>\$ 311,683</u>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE HEAD START PROGRAM - CFDA 93.600  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<b><u>Grant Period</u></b> <b><u>1/1/15-12/31/15</u></b>	<b><u>Grant Period</u></b> <b><u>1/1/16-12/31/16</u></b>	<b><u>Total</u></b>
<b>Revenues</b>			
U.S. Department of Health and Human Services	\$ 3,011,938	\$ 661,239	\$ 3,673,177
In-Kind	1,066,491	165,870	1,232,361
Other	<u>221,312</u>	<u>-</u>	<u>221,312</u>
	<b><u>\$ 4,299,741</u></b>	<b><u>\$ 827,109</u></b>	<b><u>\$ 5,126,850</u></b>
<b>Expenditures</b>			
Personnel	\$ 2,073,046	\$ 446,964	\$ 2,520,010
Fringe benefits	368,202	60,564	428,766
Travel	38,481	6,335	44,816
In-Kind	1,066,491	165,870	1,232,361
Other costs	<u>753,197</u>	<u>147,376</u>	<u>900,573</u>
	<b><u>\$ 4,299,417</u></b>	<b><u>\$ 827,109</u></b>	<b><u>\$ 5,126,526</u></b>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -  
CFDA 93.045, 93.667 and 93.053  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Grant Period</u> <u>7/1/14 - 6/30/15</u>	<u>Grant Period</u> <u>7/1/15 - 6/30/16</u>	<u>Total</u>
<b>Revenues</b>			
NH Department of Health and Human Services			
Title XX	\$ 149,609	\$ 344,025	\$ 493,634
Title III Part C	324,937	674,266	999,203
NH Department of Health and Human Services	127,461	96,465	223,926
Other	<u>193,086</u>	<u>466,090</u>	<u>659,176</u>
	<u>\$ 795,093</u>	<u>\$ 1,580,846</u>	<u>\$ 2,375,939</u>
<b>Expenditures</b>			
Personnel	\$ 360,629	\$ 697,342	\$ 1,057,971
Fringe benefits	55,105	89,978	145,083
Occupancy	51,312	100,772	152,084
Travel	43,660	83,198	126,858
Other costs	<u>284,060</u>	<u>541,996</u>	<u>826,056</u>
	<u>\$ 794,766</u>	<u>\$ 1,513,286</u>	<u>\$ 2,308,052</u>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES  
FOR THE ELECTRIC ASSISTANCE PROGRAM  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<b><u>Grant Period</u></b> <b><u>10/1/14-9/30/15</u></b>	<b><u>Grant Period</u></b> <b><u>10/1/15-9/30/16</u></b>	<b><u>Total</u></b>
<b>Revenues</b>	<b><u>\$ 895,090</u></b>	<b><u>\$ 1,073,095</u></b>	<b><u>\$ 1,968,185</u></b>
<b>Expenditures</b>			
Personnel	\$ 161,645	\$ 124,688	\$ 286,333
Fringe benefits	28,892	21,246	50,138
Travel	3,723	1,825	5,548
Occupancy	5,923	6,266	12,189
Other costs	<u>694,756</u>	<u>919,419</u>	<u>1,614,175</u>
	<b><u>\$ 894,939</u></b>	<b><u>\$ 1,073,444</u></b>	<b><u>\$ 1,968,383</u></b>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM**  
**FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Revenues</u>	<u>Expenditures</u>
Twin River Community Corp (055 & 056)	58,571	43,224
Cottage Hotel (066 & 067)	22,115	10,859
Sandy Ledge (095 & 096)	9,815	24,291
Ozanam (106 & 107)	20,461	17,685
Food Pantry (131)	20,997	3,134
Senior Center Program (138)	21,625	15,841
Franklin Intergenerational (186 & 187)	195	40
Senior Companion Program - Non Federal (225 & 226)	87,265	58,348
Senior Companion Program - State (235 & 236)	32,974	32,974
Franklin Community Services (295 & 296)	47,710	21,512
Head Start - Childcare (355 & 356)	283,120	179,107
Lakes Region Family Center (385 & 386)	159,631	159,631
REIP (402)	-	781
NH Modular Ramp (434 & 435)	29,455	21,102
New Hampshire Housing Guarantee Program (495 & 496)	210,288	210,288
Core Program (505 & 506)	652,244	580,799
Common Pantry (555 & 556)	101	171
Software Program - FAP/EAP (583)	-	581
Oral Health WIC (600)	15,644	2,496
Epsom Elderly Housing (645 & 646)	74,917	74,917



**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM  
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (655 & 656)	\$ 70,769	\$ 70,769
Alton Housing (665 & 666)	57,322	57,322
Kearsarge Housing (675 & 676)	64,306	64,306
Riverside Housing (685 & 686)	65,802	65,802
Pembroke Housing (700 & 701)	66,100	66,663
Homeless Revolving Loan (728)	3,300	3,300
Area Centers (765 & 766)	114,584	248,410
THE FIXIT Program (835 & 836)	-	3,410
Loan Guarantee Program (847)	48,250	48,250
MC Loan Guarantee Program (848)	2,205	2,205
The Caring Fund (865 & 866)	7,971	2,144
FGP/SCP Association Region 1 (875)	825	976
Agency WIC/CSFP (883)	-	12,465
<hr/>		
Newbury Elderly Housing (884 & 885)	48,484	31,875
Agency Account (911 & 980)	89,212	-
Agency Account FAP (922)	112,345	98,057
Agency Account SCP (934 & 935)	1,024	4,585
H/S Agency (945 & 946)	30,028	22,838
Agency FP/PN (963)	-	8,774
Fundraising (976)	107	107
Agency Development Fund (981)	-	82,833
Agency Horseshoe Pond Place (996)	847	847

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REFUNDABLE ADVANCES**  
**FOR THE YEAR ENDED FEBRUARY 29, 2016**

<b><u>FUND #</u></b>	<b><u>FUND NAME</u></b>	<b><u>HHS PROGRAM CFDA#</u></b>	<b><u>AMOUNT</u></b>
127	EAP - Lead Agency		18,204
147	Merrimack County Service Link	93.778	63,916
158	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,847
166	Elder Services	93.045,93.667,93.053 (deferred amount is not federal)	1,613
197	Electric Assistance Program		49,915
346	Head Start - USDA		1,977
496	NH Housing Guarantee Program		130,213
546	Summer Feeding		48,373
576	Fuel Assistance Program	93.568 (\$2,990 of deferred amount is not federal)	240,112
595	Homeless Prevention		236,375
716	Concord Area Transit		69,327
728	Homeless Revolving Loan Fund - Belknap County		36,316
729	Homeless Revolving Loan Fund - Merrimack County		8,179
766	Area Center Program		1,476
836	Fixit Program		72,879
847	Loan Guarantee Program		30
857	New Start Program		68,160
883	Agency Account - WIC/CSFP		208
907	Community Services Block Grant	93.569	72,913
922	Agency Account - FAP		<u>2</u>
			k
	<b>TOTAL</b>		<b><u>\$ 1,122,035</u></b>

COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.

**BOARD OF DIRECTORS**

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Sara A. Lewko, *President*

Susan Koerber

*Vice President - Vacant*

Bill Johnson

Dennis Martino, *Secretary-Clerk*

David Siff

Kathy Goode, *Treasurer*

Christine Averill

Heather Brown

Donna Barnett

Nicolette Clark

Safiya Wazir

Theresa M. Cromwell

## RALPH LITTLEFIELD

### EDUCATION

High School – Winnacunnet High School, Graduated June 1966  
College – Keene State College, Keene, NH, Graduated May 1971  
Degree – Bachelor of Education

### EMPLOYMENT

January 1980 – Present  
Community Action Program Belknap-Merrimack Counties, Inc.  
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$24 million dollars and a staff of 350 employees.

June 1978 – January 1980  
Southwestern Community Services, Inc., Keene, New Hampshire  
Deputy Director

1976 – June 1978  
Southwestern Community Services, Inc., Keene, New Hampshire  
Head Start Director

1974 – 1975  
Southwestern Community Services, Inc., Keene, New Hampshire  
Program Coordinator-Food Stamp Program, Green Thumb Project,  
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start  
Claremont, New Hampshire

June 1971 – General Services Director

## KATHRYN R. LAVIGNE

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### WORK EXPERIENCE

- July 1993-Present      CHIEF ACCOUNTANT  
Community Action Program Belknap-Merrimack Counties, Inc.  
P.O. Box 1016, Concord, New Hampshire 03302-1016
- November 1992-  
June 1993              SENIOR ACCOUNTANT  
John Killion & Co., Concord, New Hampshire  
Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets Management and Tax Machine.
- January 1989-  
November 1992        OFFICE MANAGER  
Rudolph Electrical Co., Inc., Concord, New Hampshire  
Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly payroll, monthly financial statements and quarterly payroll tax returns. Collect overdue accounts.
- October 1979-  
September 1988       Rivco, Penacook, New Hampshire
- June 1986-  
September 1988       ACCOUNTING MANAGER  
Supervise staff of seven. Responsible for hiring, assigning, appraising performance and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit sharing plan and trip promotion program.
- August 1984-  
September 1988       CREDIT MANAGER  
Monitor all accounts and collect overdue accounts. Determine credit rating of prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and telephone calls. Train and supervise credit personnel.
- October 1979-  
August 1984            ACCOUNTS RECEIVABLE CLERK  
Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare monthly sales reports and aged trial balance by customer and by salesmen.

### EDUCATION

- 1982-1989              Franklin Pierce College, Concord, New Hampshire  
Bachelor's Degree in Accounting and Business Management  
May 1989, Graduated Magna Cum Laude
- 1963-1967              Franklin High School, Franklin, New Hampshire  
Business-Secretarial, Graduated with high honors

### REFERENCES

Available upon request.

# STEVEN E. GREGOIRE

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## PROFESSIONAL EXPERIENCE:

### **COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

Budget Analyst June 2012 - Current

Certifier-Fuel Assistance/Electrical Assistance Programs, Aug 2011 – April 2012

### **THE BEAN GROUP, Portsmouth, NH**

Licensed Realtor, Sept 2010 – April 2011

### **MEREDITH VILLAGE SAVINGS BANK, Meredith NH**

VP Finance & VP Compliance & Bank Secrecy Act Officer, Sept 2007 – Dec 2008

VP Finance, & VP Compliance Officer, April 2002 – Sept 2007

Assistant Treasurer & Compliance Officer, Sept 1998 – April 2002

Assistant Treasurer, June 1998 – Sept 1998

### **NH STATE BANKING DEPARTMENT, Concord, NH**

Bank Examiner III, March 1995 - June 1998

Bank Examiner II, April 1994 – March 1995

Bank Examiner I, March 1992 – April 1994

### **STEVE'S MAINTENANCE SERVICE, Meredith & Bow NH**

Owner / Operator, March 1988 – June 2012

### **MEREDITH LUMBER INC., Meredith NH**

Vice President, Sept 1983 – February 1988

## EDUCATION

**Bentley College, Waltham, MA**

Bachelor of Science Degree in Management May 1983

Associates of Science Degree in Accountancy May 1983

Department of Health and Human Services

Community Action Program Belknap-Merrimack Counties, Inc.

Homeless Housing & Access Revolving Loan Fund (HHARLF)

Key Personnel

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Ralph Littlefield	Executive Director	\$140,639	0%	\$0.00
Kathy Lavigne	Chief Accountant	\$70,941	0%	\$0.00
Steven E. Gregoire	Budget Analyst	\$45,825	0%	\$0.00

Subject: Homeless Housing and Access Revolving Loan Fund (HHARLF) (RFA-2018-BHHS-02-HOMEL-02)


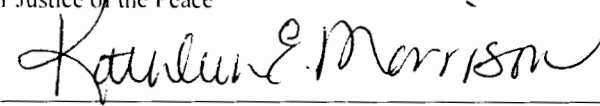
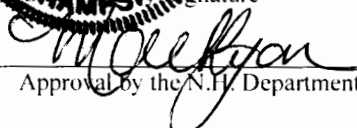
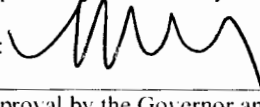
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Avenue PO Box 160 Dover, NH 03821-0160	
1.5 Contractor Phone Number 603-435-2500 x8135	1.6 Account Number 05-95-42-423010-7925-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$14,284.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Betsy Andrews Parker, CEO	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Strafford</u> On <u>April 4, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Title of Notary or Justice of the Peace Kathleen E. Morrison, Notary Aug 5, 2020			
1.14 Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>5/3/17</u> Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/15/17</u> Megan A. Yocum - Attorney			
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

Contractor Initials gap  
Date 4/4/17

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.

Contractor Initials Gap  
Date 4/4/17



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the Homeless Housing and Access Revolving Loan Fund (HHARLF). In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. 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.
- 1.5. 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.
- 1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

**2. Scope of Work**

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter Homeless Housing and Access Revolving Loan Fund (HHARLF) RSA 126-A:63, it will utilize

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4/4/17



Exhibit A

Homeless Housing and Access Revolving Loan Fund (HHARLF) funds for contract services indicated below and specified in Exhibit B of this agreement.

- 2.2. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
- 2.3. The Contractor shall disburse funds or equivalent vouchers to landlords.
- 2.4. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.
- 2.5. The Contractor shall establish loan repayment terms as established by the Department in consultation with the Governor's Interagency Council on Homelessness, and include the requirement that repayment begins no later than one hundred and twenty (120) days after the loan is disbursed.
- 2.6. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.
- 2.7. The Contractor shall be responsible for all municipalities in Strafford County, which shall be known as their Service Area.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports documenting all activities related to HHARLF services, including tracking the default rate, and monitoring dispersed and recovered HHARLF funds.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however,



Exhibit A

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- these personnel may not unreasonably interfere with Contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
  - 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
  - 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.



Exhibit B

**Method and Conditions Precedent to Payment**

**1. General Provisions**

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This Contract is funded 100% by the New Hampshire General Fund as follows:
  - 1.2.1. SFY18 not to exceed \$7,142
  - 1.2.2. SFY19 not to exceed \$7,142
  - 1.2.3. July 1, 2017 – June 30, 2019: Not to exceed \$14,284
- 1.3. Subject to the availability of State general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program, in an amount not to exceed, and for the time period specified above.

**2. Reports**

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one (1) 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 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.



**Exhibit B**

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

**4. Use of Grant Funds**

- 4.1. The State agrees to provide payment for actual costs, up to but not to exceed the amount for the Homeless Housing and Access Revolving Loan Fund Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to 2 CFR part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.

**5. Contractor Financial Management System**

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.





**Exhibit B**

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- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.2 of this Agreement.



**SPECIAL PROVISIONS**

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

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

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Date 4/4/17



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

*EW*

*4/4/17*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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





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

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

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

4/4/17  
Date

Contractor Name: Community Action Partnership of Strafford County  
EA Andrews Park  
Name: Betsy Andrews Parker  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Date 4/4/17

Contractor Name: Community Action Partnership of Stratford County  
EA Andrews Parker  
Name: Betsy Andrews Parker  
Title: CEO



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Date 4/4/17

Contractor Name: Community Action Partnership of Strafford County  
Eda Andrews Parker  
Name: Betsy Andrews Parker  
Title: CEO

Contractor Initials EAP  
Date 4/4/17



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

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

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

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

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

Exhibit G

Contractor Initials

*EAP*

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

Date

4/4/17

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

4/4/17  
Date

Contractor Name: Community Action Partnership of Stratford County  
EA Andrew Parker  
Name: Betsy Andrews Parker  
Title: CEO

Exhibit G

Contractor Initials EAP

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

Date 4/4/17



**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.

4/4/17  
Date

Contractor Name: Community Action Partnership of Stratford County  
Betsy Andrews Parker  
Name: Betsy Andrews Parker  
Title: CEO

Contractor Initials EAP  
Date 4/4/17



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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*4/4/17*





Exhibit I

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

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

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

*EAP*

4/4/17



Exhibit I

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

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

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

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

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

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

*EAP*

*4/4/17*



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

EAP

4/4/17



Exhibit I

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

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

\_\_\_\_\_  
 The State  
*Maureen Ryan*  
 Signature of Authorized Representative  
*Maureen Ryan*  
 Name of Authorized Representative  
*Director*  
 Title of Authorized Representative  
*6/4/17*  
 Date

*Community Action Partnership of*  
 Name of the Contractor *Strafford County*  
*90 Charles Park*  
 Signature of Authorized Representative  
*Betsy Andrews Parker*  
 Name of Authorized Representative  
*CEO*  
 Title of Authorized Representative  
*4/4/17*  
 Date



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

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

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

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

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

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

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

4/4/17  
Date

Contractor Name: *Community Action Partnership of Stratford County*  
*Betsy Andrews Parker*  
Name: *Betsy Andrews Parker*  
Title: *CEO*

Contractor Initials *EAP*  
Date *4/4/17*



**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: 099356586
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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

# 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 COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65583



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Community Action Partnership of Strafford County.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on October 19, 2016:  
(Date)

**RESOLVED:** That the Betsey Andrews Parker, Chief Executive Officer  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 4<sup>th</sup> day of April, 2017.  
(Date Contract Signed)

4. Betsey Andrews Parker is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jean L. Miccolo  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford \_\_\_\_\_

The forgoing instrument was acknowledged before me this 4 day of April, 2020.

By Jean Miccolo  
(Name of Elected Officer of the Agency)

Kathleen E. Morrison  
(Notary Public/Justice of the Peace)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2017

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> CGI Insurance 171 Londonderry Turnpike  Hooksett NH 03106	<b>CONTACT NAME:</b> Teri Davis <b>PHONE (A/C, No, Ext):</b> (603) 232-9306 <b>E-MAIL ADDRESS:</b> tdavis@cgibusinessinsurance.com	<b>FAX (A/C, No):</b> (603) 622-4618
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Community Action Partnership of Strafford PO Box 160  Dover NH 03821-1060	<b>INSURER A:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER B:</b> New York Marine & General Ins	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHVA192135	12/31/2016	12/31/2017	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 \$ Included Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> <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		AWVA156930	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHVA192136	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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	Y/N <input checked="" type="checkbox"/> N    N/A	3A State: NH  WC20160007962	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant St 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Mark Harvie/TERI

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## **MISSION**

To educate, advocate and assist people  
in Strafford County to help meet  
their basic needs and promote  
self-sufficiency



## **VISION**

Working to eliminate poverty in  
Strafford County

*Financial Statements*

---

**COMMUNITY ACTION PARTNERSHIP OF**  
**STRAFFORD COUNTY**

**FOR THE YEARS ENDED  
DECEMBER 31, 2015 AND 2014  
AND  
INDEPENDENT AUDITORS' REPORTS**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**DECEMBER 31, 2015 AND 2014**

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To the Board of Directors of  
Community Action Partnership of Strafford County  
Dover, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2015.

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

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

### **Auditors' Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2015 in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Community Action Partnership of Strafford County's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and schedule of revenues and expenditures – Electrical Assistance Program are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 1, 2016, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

*Leah McDonnell Roberts,  
Professional Association*

June 1, 2016  
Wolfeboro, New Hampshire

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 713,900	\$ 744,514
Accounts receivable	714,329	770,066
Inventory	8,724	8,754
Prepaid expenses	<u>1,300</u>	<u>11,586</u>
Total current assets	<u>1,438,253</u>	<u>1,534,920</u>
<b>NONCURRENT ASSETS</b>		
Security deposits	24,667	19,201
Property, net of accumulated depreciation	478,424	435,446
Other noncurrent assets	<u>12,500</u>	<u>12,500</u>
Total noncurrent assets	<u>515,591</u>	<u>467,147</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 1,953,844</u></b>	<b><u>\$ 2,002,067</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Demand note payable	\$ 73,401	\$ 80,735
Accounts payable	82,925	128,063
Accrued payroll and related taxes	121,014	120,172
Accrued compensated absences	81,878	78,154
Refundable advances	467,356	491,134
Other current liabilities	<u>24,399</u>	<u>137</u>
Total liabilities	<u>850,973</u>	<u>896,395</u>
<b>NET ASSETS</b>		
Unrestricted		
Undesignated	686,961	669,373
Board designated	<u>307,315</u>	<u>307,002</u>
Total unrestricted	994,276	976,375
Temporarily restricted	<u>108,595</u>	<u>129,297</u>
Total net assets	<u>1,102,871</u>	<u>1,105,672</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 1,953,844</u></b>	<b><u>\$ 2,002,067</u></b>

See Notes to Financial Statements



**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2015  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
<b>CHANGE IN NET ASSETS</b>				
<b>REVENUES AND OTHER SUPPORT</b>				
Grant revenue	\$ 7,098,408	\$ -	\$ 7,098,408	\$ 7,545,723
Fees for service	334,257	-	334,257	424,089
Rent revenue	11,005	-	11,005	24,353
Public support	150,971	60,838	211,809	432,328
In-kind donations	649,898	-	649,898	439,830
Interest	128	-	128	301
Fundraising	56,979	-	56,979	31,299
	<u>8,301,646</u>	<u>60,838</u>	<u>8,362,484</u>	<u>8,897,923</u>
<b>Total revenues and support</b>				
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>81,540</u>	<u>(81,540)</u>	<u>-</u>	<u>-</u>
<b>Total revenues, support, and net assets released from restrictions</b>	<u>8,383,186</u>	<u>(20,702)</u>	<u>8,362,484</u>	<u>8,897,923</u>
<b>EXPENSES</b>				
<b>Program services</b>				
Child services	3,693,205	-	3,693,205	3,374,862
Community services	712,557	-	712,557	831,155
Energy assistance	2,120,534	-	2,120,534	2,975,261
Housing	347,367	-	347,367	189,080
Weatherization	286,121	-	286,121	133,564
Workforce development	264,408	-	264,408	258,219
	<u>7,424,192</u>	<u>-</u>	<u>7,424,192</u>	<u>7,762,141</u>
<b>Total program services</b>				
<b>Supporting activities</b>				
Management and general	846,980	-	846,980	1,031,611
Fundraising	57,682	-	57,682	23,644
	<u>8,328,854</u>	<u>-</u>	<u>8,328,854</u>	<u>8,817,396</u>
<b>Total expenses</b>				
<b>CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF ASSETS</b>	54,332	(20,702)	33,630	80,527
<b>LOSS ON SALE OF ASSETS</b>	<u>(36,431)</u>	<u>-</u>	<u>(36,431)</u>	<u>(110,559)</u>
<b>CHANGE IN NET ASSETS</b>	17,901	(20,702)	(2,801)	(30,032)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>976,375</u>	<u>129,297</u>	<u>1,105,672</u>	<u>1,135,704</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 994,276</u>	<u>\$ 108,595</u>	<u>\$ 1,102,871</u>	<u>\$ 1,105,672</u>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (2,801)	\$ (30,032)
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	43,903	69,333
Loss on sale of assets	36,431	110,559
(Increase) decrease in assets:		
Accounts receivable	55,737	(113,132)
Inventory	30	6,553
Prepaid expenses	10,286	67,697
Security deposits	(5,466)	(60)
Other noncurrent assets	-	(2,500)
Increase (decrease) in liabilities:		
Accounts payable	(43,138)	58,278
Accrued payroll and related taxes	842	27,498
Accrued compensated absences	3,724	(2,438)
Refundable advances	(23,778)	(51,760)
Other current liabilities	<u>24,262</u>	<u>(55,781)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>100,032</u>	<u>84,215</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(130,646)	(77,022)
Proceeds from sale of property and equipment	<u>7,334</u>	<u>129,471</u>
<b>NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES</b>	<u>(123,312)</u>	<u>52,449</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of demand note payable	<u>(7,334)</u>	<u>(6,443)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(7,334)</u>	<u>(6,443)</u>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	(30,614)	130,221
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>744,514</u>	<u>614,293</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 713,900</u>	<u>\$ 744,514</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 3,448</u>	<u>\$ 3,252</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2015  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Management And General	Fundraising	2015 Total	2014 Total
Payroll	\$ 2,058,413	\$ 183,228	\$ 255,149	\$ 67,134	\$ 37,292	\$ 170,757	\$ 2,771,973	\$ 502,520	\$ 17,761	\$ 3,292,254	\$ 3,310,098
Fringe benefits	203,101	16,442	22,678	6,890	3,049	15,950	267,910	43,943	1,974	313,827	340,843
Weatherization material, fuel and client assistance	189,204	24,301	39,594	6,395	3,610	14,098	277,192	38,815	22	313,829	323,866
In-kind expenses	57,805	170,974	1,716,873	168,334	186,690	9,231	2,196,097	1,035	-	2,197,132	2,873,617
Consumable supplies	181,559	27,392	6,837	2,278	36,361	1,920	645,473	8,825	4,425	649,898	439,831
Indirect costs	-	-	-	-	615	-	200,602	133,274	-	207,459	190,950
Insurance	124,132	6,503	2,822	4,998	3,660	4,729	146,844	8,013	134	152,991	168,916
Equipment and computer	36,785	(14,281)	7,786	1,256	770	2,279	36,815	11,221	123	47,959	157,109
Rent	76,728	10,143	19,024	1,819	1,985	27,695	137,494	13,769	690	152,153	149,437
Utilities	91,455	7,489	11,555	16,454	2,822	4,698	134,673	12,662	567	147,902	129,290
Consultants and contracted labor	142,383	31,972	6,209	54,168	624	1,009	238,375	34,778	7,089	278,220	104,984
Repairs and maintenance	79,871	14,505	20,893	11,871	1,107	2,727	130,974	15,877	7,219	184,070	101,120
Travel	55,543	6,268	1,868	1,009	3,268	4,987	72,943	22,441	149	95,533	98,152
Meetings, events and training	66,465	3,947	1,621	763	2,083	763	77,460	14,678	569	92,707	93,847
Depreciation	19,695	18,020	1,135	3,733	1,135	2,320	43,903	-	-	43,903	68,333
Copying & postage	14,877	2,333	6,588	201	965	322	25,286	8,963	346	34,585	31,013
Retirement	9,385	633	409	74	185	503	11,199	1,776	72	13,047	16,997
Property taxes	-	493	-	2,412	-	-	2,905	-	-	2,905	3,516
Interest expense	-	3,448	-	-	-	-	3,448	-	-	3,448	3,262
Other program support	(120,735)	141,563	338	(16,340)	-	-	4,826	(19,398)	16,300	1,758	15,075
<b>Total expenses</b>	<b>\$ 3,693,205</b>	<b>\$ 712,557</b>	<b>\$ 2,120,534</b>	<b>\$ 347,367</b>	<b>\$ 286,121</b>	<b>\$ 264,408</b>	<b>\$ 7,424,192</b>	<b>\$ 846,980</b>	<b>\$ 57,682</b>	<b>\$ 8,328,854</b>	<b>\$ 8,817,398</b>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

In addition to its administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measureable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

**Basis of Accounting**

The financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

**Financial Statement Presentation**

The financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958-210, the Agency is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets

and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

**Unrestricted:** Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

**Temporarily Restricted:** Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Agency.

**Permanently Restricted:** Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

At December 31, 2015 and 2014 the Agency had unrestricted and temporarily restricted net assets.

#### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

#### **Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Agency reports the support as unrestricted.

#### **Contributed Services**

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

#### **Fair Value of Financial Instruments**

Accounting Standard Codification No. 825, "Financial Instruments", requires the Agency to disclose estimated fair value for its financial instruments. The carrying amounts of cash, investments, accounts receivable, prepaid expenses, inventory, accounts payable, accrued expenses, and refundable advances approximate fair value because of the short maturity of those instruments.

#### **Inventory**

Inventory materials are fixtures for installation and recorded at cost or contributed value, using the first-in, first-out method.

**Property and Depreciation**

Property and equipment, which have a cost greater than \$5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated \$43,903 and \$69,333 for the years ended December 31, 2015 and 2014, respectively.

**Accrued Earned Time**

The Agency has accrued a liability of \$81,878 and \$78,154 at December 31, 2015 and 2014, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

**Income Taxes**

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years (2012 through 2015), for the purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

**Cash and Cash Equivalents**

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

**Use of Estimates**

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

**Advertising Expenses**

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2015 and 2014 amounted to \$15,799 and \$12,641, respectively.

**In-kind Donations**

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$268,238 and \$199,684 for the years ended December 31, 2015 and 2014, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$131,488 and \$82,809 for the years ended December 31, 2015 and 2014, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$136,081 and \$96,644, respectively, for the year ended December 31, 2015. For the year ended December 31, 2014, the estimated fair value of these food commodities and goods was determined to be \$132,268 and \$25,070, respectively.

**Functional Allocation of Expenses**

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

**Subsequent Events**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through June 1, 2016, the date the December 31, 2015 financial statements were available for issuance.

**NOTE 2.**

**PROPERTY**

As of December 31, 2015 and 2014, property consisted of the following:

	<b><u>2015</u></b>	<b><u>2014</u></b>
Land, buildings and improvements	\$ 430,128	\$ 416,435
Furniture, equipment and machinery	522,213	507,304
Vehicles	<u>249,779</u>	<u>302,466</u>
Total	1,202,120	1,226,205
Less accumulated depreciation	<u>723,696</u>	<u>790,759</u>
Net property	<b><u>\$ 478,424</u></b>	<b><u>\$ 435,446</u></b>

**NOTE 3. ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2015 and 2014. The Agency has no policy for charging interest on overdue accounts.

**NOTE 4. PLEGGED ASSETS**

As described in Note 5, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement.

**NOTE 5. DEMAND NOTE PAYABLE**

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand, but in the absence of demand, is due on November 30, 2016. Interest is stated at the prime rate plus 1% which result in an interest rate of 4.50% and 4.25% at December 31, 2015 and 2014, respectively. The note is collateralized by all the assets of the Agency.

**NOTE 6. TEMPORARILY RESTRICTED NET ASSETS**

At December 31, 2015 and 2014, the Agency had \$108,595 and \$129,297 in net assets temporarily restricted by donor-imposed use restrictions, respectively.

**NOTE 7. LEASE COMMITMENTS**

Facilities occupied by the Agency for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2015 and 2014, the annual lease/rent expense for the leased facilities was \$169,849 and \$163,615, respectively. Certain equipment is leased by the Agency under the terms of various operating leases.

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

<u>Year Ended December 31</u>	<u>Amount</u>
2016	\$ 120,523
2017	34,071
2018	8,730
2019	2,022
2020	<u>204</u>
Total	<u>\$ 165,550</u>



**NOTE 8. RETIREMENT PLAN**

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally the Agency provides a matching contribution equal to 25% of the first 5% of an employee's contribution. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2015 and 2014 totaled \$13,047 and \$15,988, respectively.

**NOTE 9. CONCENTRATION OF RISK**

A large percentage of the Agency's total revenue was received from two contractors, the Federal Government and the State of New Hampshire. It is always considered to be at least reasonably possible that either contractor could be lost in the near term; however, Management feels this risk is of no particular concern at this time.

**NOTE 10. CONCENTRATION OF CREDIT RISK**

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of \$250,000. At December 31, 2015, the Agency had uninsured cash balances of approximately \$51,000. At December 31, 2014, there were no uninsured cash balances.

**NOTE 11. CONTINGENCIES**

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2015 and 2014.

**SUPPLEMENTARY INFORMATION**

**(See Independent Auditors' Report)**

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED DECEMBER 31, 2015**

<b>FEDERAL GRANTOR/          PASS-THROUGH GRANITOR/PROGRAM TITLE</b>	<b>FEDERAL          CFDA          NUMBER</b>	<b>PASS-THROUGH          GRANITOR'S NAME</b>	<b>PASS-THROUGH          GRANITOR'S NUMBER</b>	<b>FEDERAL          EXPENDITURE</b>
<b>U.S. Department of Agriculture</b> Child and Adult Care Food Program Summer Food Service Program for Children Emergency Food Assistance Program (Food Commodities) Total U.S. Department of Agriculture	10 558 10 558 10 568	State of New Hampshire Department of Education State of New Hampshire Department of Education Belknap-Merrimack Community Action Partnership	4300-ZZZ 4300-ZZZ Unknown	\$ 137,773 61,971 136,091 \$ 335,825
<b>U.S. Department of Housing and Urban Development</b> Supportive Housing for the Elderly Community Development Block Grants / Entitlement Grants Community Development Block Grants / Entitlement Grants Emergency Solutions Grant Program Supportive Housing Program Supportive Housing Program Total U.S. Department of Housing and Urban Development	14 157 14 218 14 218 14 231 14 235 14 235	New Hampshire Housing Authority City of Dover, New Hampshire City of Rochester, New Hampshire State of New Hampshire Department of Health and Human Services State of New Hampshire Department of Health and Human Services Community Partners / Behavioral Health / Services	Unknown Unknown Unknown 102-500731 010-092-7176-102-0415 Unknown	\$ 24,336 4,115 47,878 163,145 43,037 24,643 \$ 307,154
<b>U.S. Department of Labor</b> WIA Cluster WIA Adult Program WIA Dislocated Worker Formula Grants Total U.S. Department of Labor/WIA Cluster	17 258 17 278	Southern New Hampshire Services Inc. Southern New Hampshire Services Inc.	1018853 1018853	\$ 79,376 73,226 \$ 152,602
<b>U.S. Department of Transportation</b> Enhanced Mobility of Seniors and Individuals with Disabilities Total U.S. Department of Transportation	20 513	State of New Hampshire Department of Transportation	512-500352	\$ 42,613 \$ 42,613
<b>U.S. Department of Energy</b> Weatherization Assistance for Low-Income Persons Total U.S. Department of Energy	81 042	State of New Hampshire Governor's Office of Energy & Community Services	01-02-02-02-0010-7706-074-500587	\$ 159,298 \$ 159,298
<b>U.S. Department of Education</b> Twenty-First Century Community Learning Centers Total U.S. Department of Education	84 287	State of New Hampshire Department of Education	Unknown	\$ 127,160 \$ 127,160
<b>U.S. Department of Health &amp; Human Services</b> Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers Drug-Free Communities Support Program Grants Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program Promoting Safe and Stable Families Temporary Assistance for Needy Families Temporary Assistance for Needy Families Low-Income Home Energy Assistance Community Services Block Grant Head Start Stephanie Tubis Jones Child Welfare Program Social Services Block Grant State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF) Maternal and Child Health Services Block Grant to the States Total U.S. Department of Health & Human Services	93 044 93 276 93 505 93 558 93 558 93 558 93 558 93 559 93 600 93 645 93 667 93 757 93 994	State of New Hampshire Division of Elderly and Adult services State of New Hampshire Department of Health and Human Services, DPH, BP-HCS, Maternal & Health Section State of New Hampshire, DHHS, Division for Children, Youth and Families State of New Hampshire, DHHS, Division for Children, Youth and Families Southern New Hampshire Services, Inc. State of New Hampshire Governor's Office of Energy & Planning State of New Hampshire, DHHS, DFA State of New Hampshire, DHHS, Division for Children, Youth and Families State of New Hampshire, DHHS, Division for Children, Youth and Families State of New Hampshire, Keene State College, DHHS, Center for Disease Control & Prevention, NH Division of Public Health Services State of New Hampshire, DHHS, Division for Children, Youth and Families	010-048-7872-512-0352 N/A 05-95-90-902010-5998 102-500734 502-500891 010-045-6146-990-0415, 102-4239 01-02-02-02-0010-7706000-074-500587 010-045-7148-093-0415 N/A 102-500734 102-500734 Unknown 102-500731	\$ 2,520 9,900 158,983 18,616 32,839 134,855 2 027,009 2,852,869 737 69,830 3,000 4,985 \$ 5,755,093 \$ 6,878,748
<b>TOTAL</b>				

See Notes to Schedule of Expenditures of Federal Awards

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2015**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2015. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. Community Action Partnership of Strafford County as elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 3 FOOD DONATION**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE ELECTRICAL ASSISTANCE PROGRAM  
FOR THE YEAR ENDED DECEMBER 31, 2015**

<b>Revenues</b>	<b>\$ 174,932</b>
<b>Expenditures</b>	
Payroll	\$ 95,079
Payroll taxes	8,443
Fringe benefits	15,323
Weatherization material, fuel and client assistance	61
Consumable supplies	2,831
Indirect costs	25,332
Insurance	1,056
Equipment and computer	4,487
Rent	6,156
Utilities	3,985
Consultants and contract labor	513
Repairs and maintenance	9,080
Travel	302
Meetings, events and training	295
Copying & postage	1,817
Retirement	172
	<u>174,932</u>
	<b>\$ 174,932</b>

**Note:**

For the year ended December 31, 2015, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the requirements outlined in the contract for the year ended December 31, 2015.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Community Action Partnership of Strafford County  
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of cash flows for the years then ended, and the related notes to the financial statements, and the related statements of activities and functional expenses for the year ended December 31, 2015 and have issued our report thereon dated June 1, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Community Action Partnership of Strafford County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Community Action Partnership of Strafford County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leane McDonnell Roberts,  
Professional Association*

June 1, 2016  
Wolfeboro, New Hampshire

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR  
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Community Action Partnership of Strafford County  
Dover, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2015. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Community Action Partnership of Strafford County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Partnership of Strafford County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.



We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of Stafford County's compliance.

#### **Opinion on Each Major Federal Program**

In our opinion, Community Action Partnership of Stafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2015.

#### **Report on Internal Control Over Compliance**

Management of Community Action Partnership of Stafford County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Partnership of Stafford County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Stafford County's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

June 1, 2016  
Wolfeboro, New Hampshire

*Leone, McDonnell & Roberts,  
Professional Association*

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2015**

**A. SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with Generally Accepted Accounting Principles.
2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The program tested as major was: Department of Health and Human Services, Head Start, CFDA 93.600.
8. The threshold used for distinguishing Type A and B programs was \$750,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

**B. FINDINGS – FINANCIAL STATEMENTS AUDIT**

None

**C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS  
AUDIT**

None

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED DECEMBER 31, 2014**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended December 31, 2014.



## **2017 Board of Directors**

Carrie DiGeorge, Chair  
Becky Sherburne, Vice Chair  
Alan Brown, Treasurer  
Jean Miccolo, Secretary  
David Terlemezian  
Colene Arnold  
Joe Bailey  
Alison Dorow  
Dorothea (Dot) Hooper  
Chris Lawrence  
Penney Mabey  
Hope Morrow Flynn  
Jeni Mosca  
Jason Shute  
Marci Theriault  
Bridget Goerss  
Megan MacDonald  
Christina Radie

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**Community Action Partnership of Strafford County**  
**Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-435-2500**  
**Mailing address: P.O. Box 160, Dover, NH 03821-0160**

### **Outreach Offices:**

61 Locust Street, Dover 603-460-4237  
527 Main Street, Farmington 603-460-4313

### **Head Start Centers:**

62A Whittier Street, Dover 603-285-9460  
120 Main Street, Farmington 603-755-2883  
55 Industrial Drive, Milton 603-652-0990  
150 Wakefield Street, Rochester 603-285-9461  
184 Maple St. Ext., Somersworth 603-817-5458

## Lauren Jan Benjamin

### Professional Experience

2018-Present

Housing Stability Manager, Community Action Partnership of Strafford County, NH

- Manage three programs: Coordinated Entry (CE), Emergency Solutions Grant (ESG) and Homeless, Outreach and Intervention Program
- Prepare and develop budgets
- Write grants for current and future programs
- Employ and manage staff, lead staff meetings, trained and supervised, participated in employee reviews and supported staff in all aspects of their jobs

2010-2015

Welfare Officer, City of Somersworth, Somersworth, NH

- Administer the general assistance program in accordance with the written City of Somersworth Assistance Guidelines
- Adhere to the RSA 165
- Establish and maintain relationships with other agencies and organizations in the community to ensure that services are not duplicative.
- Work with applicants to ensure that all necessary information is submitted and determine the eligibility.
- Make referrals when necessary, i.e. Homeless shelters, food pantries
- Updated the current City Guidelines 2015
- Maintain records, notes and confidentially.

2008-2010 Founder and Partner, Good Works Employment Services York County

- Co-founder and partner of Good Work Employment Services (GWES), a locally run company committed to assisting individuals in finding gainful employment, continuing their education and/or securing volunteer opportunities, housing, or other community supports per requests from referral sources. Clients referred to GWES by the Bureau of Vocational Rehabilitation (VR), DHHS ASHRC and Child Protective Services, school districts and private insurers.
- Prepared, balanced and oversaw budget and financial records
- Educated referrals in the area of job development, creating resumes, interviewing skills, career exploration and provide job coaching for successful employment outcomes.
- Employed and managed staff, lead staff meetings, trained and supervised, participated in employee reviews and supported staff in all aspects of their jobs.
- Maintained knowledge of local resources, made referrals for community supports, attended team meetings and Region 1 VR provider meetings
- Completed requirements for 3-year certification to provide services via Bureau of Vocational Rehabilitation (DOL)

Richard Paul Herman

- 2003-01 Vocational Resource Specialist, Work Opportunities Unlimited, Saco, ME
- Assisted clients referred by the Bureau of Vocational Rehabilitation in job development, creating resumes, interviewing skills and job coaching for successful employment outcomes
  - Completed necessary daily paper work, including progress notes and monthly and quarterly reports
  - Participated in management training programs
- 2002-03 Physical Therapy Assistant, HealthSouth Corp., Boston, MA
- Provided physical therapy services to individuals with spinal cord injury, brain injury, cancer, stroke, and cardiac health-related issues.
  - Co-led running exercise groups and personal exercise programs.
- 2001-03 Supervisor, Starbucks Coffee Corp., Brighton, MA
- Supervised employees and managed the store to ensure efficient customer service
  - Placed weekly orders with various vendors, balanced daily cash receipts and coordinated daily employment duties.
  - Trained new employees

Lauren Jay Beaman

Education & Professional Development

- 1995 U.S. Therapeutic Recreation - Ithaca College Ithaca, NY
- 2013-2015 Board of Directors for Strafford County Community Action
- 2010 Ticket to Work Training and Support for Maine Employment Networks, USM, Muskie School, Augusta, ME
- 2009 Monthly Reference Training Committee, Counselor, member Portland, ME
- 2009 Building Relationships with Business Training, USM, Muskie School, Lewiston, ME
- 2003 Positive Employment Practices for Vocational Rehabilitation Training, ICI, UMASS/Boston
- 2008 Certificate in Mentoring in a Job Development Training Program, UMASS/Boston
- 2008 Best Practices in Employment Services for People with Co-Occurring Mental Illness and Substance Abuse Training, ICI, UMASS/Boston
- 2007 MaineCare Eligibility Workshop, Coauthors for Affordable Health Care Sanford, ME
- 2007 Neuro-Linguistic Programming Training, Univ. of Maine, Biddeford, ME
- 2007 ACCE Certificate, ICI, UMASS/Boston
- 2004 Certificate Effective Job Development, Institute on Disability, UNH
- 2004 Certificate Assistive Technology in the Workplace, Institute on Disability UNH
- 2004 Management Training Work Opportunities, Saco, ME

# Teresa Magoon

**Specialties** High energy, attention to detail. Strength and focus in client management and assisting clients achieve self-sufficiency. Ability to work independently as well as with a team.

## Experience

10/09 -present CAP of Strafford County Dover/Farmington, NH

### Energy and Services Specialist

2/16

- Maintain office records and prepare reoccurring office and state reports for HSGP and HHARLF
- Enter all client payments in cumulative report on a monthly bases
- Assist with all aspects of intake and eligibility
- Process all claims regarding housing programs
- Sort and Prioritize yearly Weatherization list
- Calculate actual energy cost for all applicants
- Coordinator of Heating Repair Replacement Program (HRRP)
- Receives and prioritizes all calls for weatherization, HRRP, and Housing programs
- Authorizes vendors to begin weatherization work on a project
- Case Management-Fiscal Budgeting
- Maintains all appropriate files and records for Weatherization and HRRP for Auditor purposes and State Office of Energy and Planning funding requirements.

CAP of Strafford County

Dover/Farmington, NH

### EAP Coordinator

10/15-4/16

- Assist with all aspects of intake and eligibility Serve as one of the key staff liaisons to state EAP Coordinator to ensure understanding of policies and procedures and reporting requirements.
- Provide ongoing training and technical assistance to staff working with EAP to ensure intake and eligibility determinations are performed in accordance with applicable policies and procedures
- Responsible for Strafford County's electrical discount program to ensure highest customer enrollment rate possible and highest level of customer satisfaction.
- Certify energy assistance applications in a rapid manner to ensure clients heating needs are met.
- Monitor certification of applications.
- Ensure proper maintenance of EAP application files, case notes, and other related records
- Maintain office records and prepare recurring office reports

CAP of Strafford County

Farmington, NH

### Outreach Specialist

9/10-10/15

- Responsible for Strafford County's electrical discount program to ensure highest customer enrollment rate possible and highest level of customer satisfaction.
- Certify energy assistance applications in a rapid manner to ensure clients heating needs are met.
- Established and maintain professional rapports with representatives from the Office of Energy and



Planning, various political officials, and local welfare office directors

- Work directly with clients to assist them in achieving self-sufficiency; provide resources for success.
- Enlightened key community partners to CAPSC's mission and role in the community by reaching out and providing knowledge about all CAP related programs at any given opportunity.

CAP of Strafford County

Strafford County

**Self Sufficiency Case Manager**

10/9-9/10

- Maintained ongoing case files and uploaded in to a client services tracking system in order to comply with federal grant rules and regulations
- Continued awareness of community resources and referring agencies to better assist clients in need.
- Assisted clients in developing long and short term goals. Monitored client development of goals weekly.

4/12-3/13

Town of Milton

Milton, NH

**Welfare Director**

- Determined eligibility for town's people seeking emergency assistance via an extensive application and interview process.
- Balanced yearly budget to ensure fair distribution of funds.
- Achieved highest level of respect and confidentiality when keeping client records.

6/07-4/08

Our Place in Time

Farmington, NH

**Administrator**

- Responsible for hour by hour and day to day needs for multiple residents in an assisted living center.
- Maintained relationships with homecare providers, medical professionals, families, guardians and caseworkers for each resident to achieve the highest support level possible.
- Prepared daily, weekly and monthly reports on each resident
- Interviewed and trained all new employees.

**Achievements**

CAZ Training/Blower door Training

Substitute teaching classes 2006

Microsoft excel level 2

Poverty Institute certification

Motivational Interviewing Basic

Case Management Training

Food Safety completion

The Art of Welfare Administration

Welfare 101

Fuel certification Training

Substance Abuse Training

CPI Certification

**Community Action Partnership of Strafford County  
Office of Energy and Planning**

Homeless Housing and Access Revolving Loan Fund (HHARLF)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lauren Berman	Housing Stability Manager	\$50,918.40	0%	\$0.00
Teresa Magoon	Energy and Services Specialist	\$32,302.40	0%	\$0.00

Subject: Homeless Housing and Access Revolving Loan Fund (HHARLF) (RFA-2018-BHHS-02-HOMEL-03)

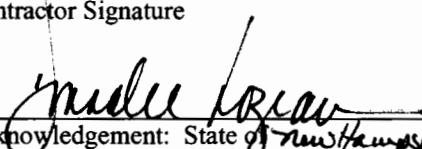
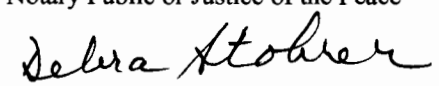
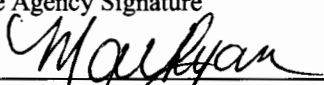
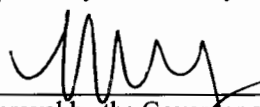
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern New Hampshire Services Inc.		1.4 Contractor Address 40 Pine Street PO Box 5040 Manchester, NH 03108	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-95-42-423010-7925-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$14,284.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>April 5, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: center;"> <b>DEBRA D. STOHRER</b>                      Notary Public - New Hampshire                      My Commission Expires November 18, 2020                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Debra D. Stohrer, Exec. Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Maureen Ryan, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  _____ On: <u>5/15/17</u> Megan A. Fed - Attorney			
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.

Contractor Initials ML  
Date 4/5/17



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the Homeless Housing and Access Revolving Loan Fund (HHARLF). In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. 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.
- 1.5. 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.
- 1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

**2. Scope of Work**

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter Homeless Housing and Access Revolving Loan Fund (HHARLF) RSA 126-A:63, it will utilize

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4/5/19



**Exhibit A**

Homeless Housing and Access Revolving Loan Fund (HHARLF) funds for contract services indicated below and specified in Exhibit B of this agreement.

- 2.2. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
- 2.3. The Contractor shall disburse funds or equivalent vouchers to landlords.
- 2.4. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.
- 2.5. The Contractor shall establish loan repayment terms as established by the Department in consultation with the Governor's Interagency Council on Homelessness, and include the requirement that repayment begins no later than one hundred and twenty (120) days after the loan is disbursed.
- 2.6. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.
- 2.7. The Contractor shall be responsible for all municipalities in Hillsborough and Rockingham Counties, which shall be known as their Service Area.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports documenting all activities related to HHARLF services, including tracking the default rate, and monitoring dispersed and recovered HHARLF funds.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however,

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Exhibit A

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these personnel may not unreasonably interfere with Contractor performance.

- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.

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4/5/19



Exhibit B

**Method and Conditions Precedent to Payment**

**1. General Provisions**

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This Contract is funded 100% by the New Hampshire General Fund as follows:
  - 1.2.1. SFY18 not to exceed \$7,142
  - 1.2.2. SFY19 not to exceed \$7,142
  - 1.2.3. July 1, 2017 – June 30, 2019: Not to exceed \$14,284
- 1.3. Subject to the availability of State general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program, in an amount not to exceed, and for the time period specified above.

**2. Reports**

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one (1) 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 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

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**Exhibit B**

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

**4. Use of Grant Funds**

- 4.1. The State agrees to provide payment for actual costs, up to but not to exceed the amount for the Homeless Housing and Access Revolving Loan Fund Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to 2 CFR part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.

**5. Contractor Financial Management System**

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

*[Handwritten Signature]*  
4/5/17



**Exhibit B**

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5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.2 of this Agreement.



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis





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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

April 5, 2017  
Date

Donnalee Lozeau  
Name: Donnalee Lozeau  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

April 5-2017  
Date

Donnalee Lobeau  
Name: Donnalee Lobeau  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

April 5, 2017  
Date

Donnalee Lozeau  
Name: Donnalee Lozeau  
Title: Executive Director

DL  
4/5/17



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

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

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

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

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

Exhibit G

Contractor Initials

*DL*

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

Date

*4/5/17*





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

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

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

April 5, 2017  
Date

Contractor Name:

Donnalee Lozeau  
Name: Donnalee Lozeau  
Title: Executive Director

Exhibit G

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

Contractor Initials DL

Date 4/5/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

April 5, 2017  
Date

  
Name: Donnalee Lozeau  
Title: Executive Director

Contractor Initials DL  
Date 4/5/17



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

*DC*

*4/5/17*



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
 The State  
 \_\_\_\_\_  
*Maureen Ryan*  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Maureen Ryan  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Director  
 Title of Authorized Representative  
 \_\_\_\_\_  
 6/4/17  
 Date

Southern New Hampshire Services  
 Name of the Contractor  
 \_\_\_\_\_  
*Donnalee Lozeau*  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Donnalee Lozeau  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Executive Director  
 Title of Authorized Representative  
 \_\_\_\_\_  
 April 5, 2017  
 Date





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

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

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

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

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

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

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

Contractor Name: *Southern NH Services*

*April 5, 2017*  
Date

*Donnalee Lozau*  
Name: Donnalee Lozau  
Title: Executive Director



**FORM A**

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

1. The DUNS number for your entity is: 088584065

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                                      X   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                                      X   YES

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

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

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

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

Contractor Initials DC  
Date 4/5/17



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
      - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

**New Hampshire Department of Health and Human Services  
Exhibit K**



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

*DC*

4/5/17

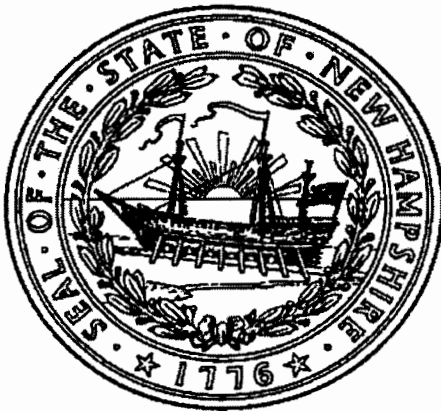
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.  
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on : September 24, 2016  
(Date)

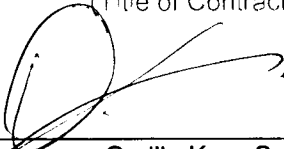
**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 5<sup>th</sup> day of April, 2017.  
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



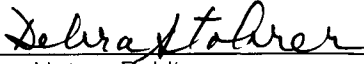
Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2017.

By Orville Kerr  
(Name of Elected Officer of the Agency)



Notary Public

(NOTARY SEAL)

Commission Expires: **DEBRA D. STOHRER**  
**Notary Public - New Hampshire**  
**My Commission Expires November 18, 2020**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2016

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  
CGI Insurance  
171 Londonderry Turnpike  
Hooksett NH 03106

CONTACT NAME: Teri Davis  
PHONE (A/C, No, Ext): (603) 232-9306 FAX (A/C, No): (603) 622-4618  
E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	
INSURER B: Great Falls Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Southern New Hampshire Services Inc, DBA: SNHS  
PO Box 5040  
Manchester NH 03108

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.

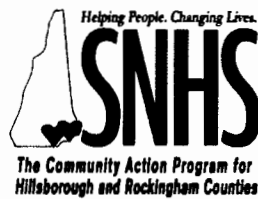
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			EBA0417260	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist (CSL) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCD0937550016	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CANCELLATION

NH DHHS  
Bureau of Homeless & Housing Services  
129 Pleasant St  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
Laura Perrin/TERI



**SOUTHERN NEW HAMPSHIRE SERVICES**  
*The Community Action Partnership for Hillsborough and Rockingham Counties*  
*Helping People. Changing Lives.*

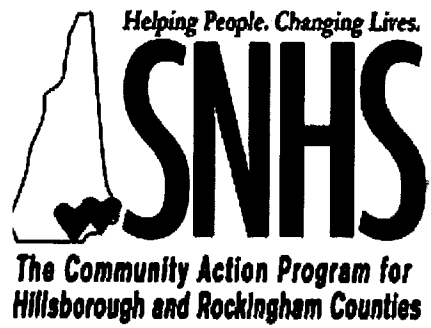
**MISSION STATEMENT**

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
  - 1. Secure and retain meaningful employment
  - 2. Attain an adequate education
  - 3. Make better use of available income
  - 4. Obtain and maintain adequate housing and a suitable living environment
  - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
  - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
  - 7. Achieve greater participation in the affairs of the community, and
  - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.





**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2015**

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2015**

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# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## **Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards***

To the Board of Directors  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliates, which comprise the combined statement of financial position as of July 31, 2015, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated April 13, 2016.

### **Internal Control over Financial Reporting**

In planning and performing our audit of the combined financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's combined financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliates' combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## **Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

To the Board of Directors  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

### **Report on Compliance for Each Major Program**

We have audited Southern New Hampshire Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc.'s major federal programs for the year ended July 31, 2015. Southern New Hampshire Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its federal programs.

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

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc.'s compliance.

## ***Opinion on Each Major Federal Program***

In our opinion, Southern New Hampshire Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2015.

## **Report on Internal Control over Compliance**

Management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged by governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

## **Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliates as of and for the year ended July 31, 2015, and have issued our report thereon dated April 13, 2016, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
<b><u>U.S. Department of Agriculture:</u></b>			
<b><i>Direct Program</i></b>			
Beginning Farmer and Rancher Development Program	10.311	ASAP49400196014900120	\$ 106,520
<b><i>Pass-Through State of New Hampshire Department of Health and Human Services</i></b>			
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	05-95-90-902010-5260	1,273,302
			<u>55,178</u>
			<b>1,328,480</b>
Commodity Supplemental Food Program	10.565	05-95-90-902010-5260	178,674
<b><i>Pass-Through State of New Hampshire Department of Education</i></b>			
Child and Adult Care Food Program	10.558		343,464
			<u>561,425</u>
			<b>904,889</b>
Summer Food Service Program for Children	10.559		<u>63,905</u>
<b>Total U.S. Department of Agriculture</b>			<b><u>\$ 2,582,468</u></b>
<b><u>U.S. Department of Housing and Urban Development:</u></b>			
<b><i>Direct Program</i></b>			
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ 323,966
<b><i>Pass-Through Belknap Merrimack Community Action Program</i></b>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		11,596
<b><i>Pass-Through the City of Nashua, NH</i></b>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	NHLB0544-12	<u>91,304</u>
<b>Total U.S. Department of Housing and Urban Development</b>			<b><u>\$ 426,866</u></b>
<b>Subtotal</b>			<b><u>\$ 3,009,334</u></b>



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<b>Amount Forward</b>			<b><u>\$ 3,009,334</u></b>
<b><u>U.S. Department of Homeland Security:</u></b>			
<b><i>Pass-Through Regional United Way Agency</i></b>			
Emergency Food and Shelter National Board Program	97.024		<b><u>\$ 12,000</u></b>
<b>Total U.S. Department of Homeland Security</b>			<b><u>\$ 12,000</u></b>
<b><u>U.S. Department of Labor:</u></b>			
<b><i>Direct Program</i></b>			
Youthbuild	17.274	YB-23504-12-60-A-33	<b>\$ 76,382</b>
<b><i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i></b>			
<b><u>WIA Cluster</u></b>			
WIA/WIOA Adult Program	17.258	0510-53360000-102-500731	<b>1,685,908</b>
WIA/WIOA – Dislocated Worker Formula Grants	17.278	0510-53360000-102-500731	<b><u>1,729,294</u></b>
Total WIA Cluster			<b><u>3,415,202</u></b>
WIA – Incentive Grants - WIA Section 503	17.267	0510-53360000-102-500731	<b>169,659</b>
WIA – National Emergency Grants	17.277	0510-53360000-102-500731	<b><u>1,144,460</u></b>
<b>Total U.S. Department of Labor</b>			<b><u>\$ 4,805,703</u></b>
<b><u>U.S. Department of Energy:</u></b>			
<b><i>Pass-Through State of New Hampshire Governor's Office of Planning</i></b>			
Weatherization Assistance for Low-Income Persons	81.042	EE0006169	<b>\$ 395,662</b>
			<b><u>17,021</u></b>
			<b>412,683</b>
<b>Total U.S. Department of Energy</b>			<b><u>\$ 412,683</u></b>
<b><u>U.S. Department of Education:</u></b>			
<b><i>Pass-Through State of New Hampshire Department Of Education</i></b>			
Adult Education – Basic Grants to States	84.002	47013 57001	<b>\$ 54,974</b>
			<b><u>96,713</u></b>
<b>Total U.S. Department of Education</b>			<b><u>\$ 151,687</u></b>
<b>Subtotal</b>			<b><u>\$ 8,391,407</u></b>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<b>Amount Forward</b>			<b><u>\$ 8,391,407</u></b>
<b><u>U.S. Department of Health and Human Services:</u></b>			
<b><i>Direct Program</i></b>			
Head Start	93.600	01CH2057/01	\$ 5,787,971
<b><i>Pass-Through State of New Hampshire Office of Energy and Planning</i></b>			
Low-Income Home Energy Assistance	93.568	G-14B1NHLIEA	<b>9,635,054</b>
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	15AANHT3SP	<b>14,514</b>
<b><i>Pass-Through State of New Hampshire Department Of Health and Human Services</i></b>			
Temporary Assistance for Needy Families	93.558	05-95-45-450010-61270000	<b>2,908,749</b>
Community Services Block Grant	93.569	05-95-45-450010-7148	<b>1,421,593</b>
Community Services Block Grant – Discretionary Awards	93.570		<b>60,925</b>
<b><u>CCDF Cluster</u></b>			
Child Care and Development Block Grant	93.575	05-95-42-421110-2978000	<b>493,556</b>
Child Care Mandatory and Matching Funds of The Child Care and Development Fund Total CCDF Cluster	93.596		<b>849,703</b>
<b><i>Pass-Through Manchester Community Health</i></b>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		<b><u>43,962</u></b>
<b>Total U.S. Department of Health and Human Services</b>			<b><u>\$21,216,027</u></b>
<b><u>Corporation for National and Community Services:</u></b>			
<b><i>Direct Program</i></b>			
Retired and Senior Volunteer Program	94.002	14SRANH003	<b><u>\$ 115,685</u></b>
<b>Total Corporation for National and Community Services</b>			<b><u>\$ 115,685</u></b>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<b><u>\$29,723,119</u></b>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2015**

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**NOTE 1: BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Southern New Hampshire Services, Inc. and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the combined financial statements.

**NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the schedule of expenditures of federal awards are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

**NOTE 3: SUBRECIPIENTS**

Of the federal expenditures presented in the schedule of expenditures of federal awards Southern New Hampshire Services, Inc. provided subrecipients with federal awards under the following programs:

<u>Title</u>	<u>CFDA Number</u>	<u>Subrecipient Award</u>
WIA Adult Program	17.258	\$509,891
WIA – Dislocated Worker Formula Grants	17.278	508,713
Temporary Assistance for Needy Families	93.558	925,458

**NOTE 4: HEAD START PROGRAMS CFDA #93.600**

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2015.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**YEAR ENDED JULY 31, 2015**

**Section I      Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued:		Unmodified
Internal control over financial reporting:		
Material weakness(es) identified?	_____ Yes <u>  √  </u> No	
Significant deficiency(ies) identified?	_____ Yes <u>  √  </u> None reported	
Noncompliance material to financial statements noted?	_____ Yes <u>  √  </u> No	

**Federal Awards**

Internal control over major programs:		
Material weakness(es) identified?	_____ Yes <u>  √  </u> No	
Significant deficiency(ies) identified?	_____ Yes <u>  √  </u> None reported	
Type of auditor's report issued on compliance for major programs:		Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	_____ Yes <u>  √  </u> No	

**Identification of major programs:**

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Child and Adult Care Food Program	10.558
<u>WIA Cluster:</u>	
WIA Adult Program	17.258
WIA Dislocated Worker Formula Grants	17.278
<u>CCDF Cluster:</u>	
Child Care and Development Block Grant	93.575
Child Care Mandatory and Matching Funds of the Child Care And Development Fund	93.596
Temporary Assistance for Needy Families	93.558

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$891,694</u>
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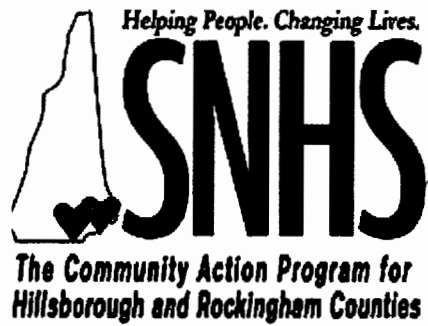
Auditee qualified as low-risk auditee?	<u>  √  </u> Yes      _____ No
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**Section II      Financial Statement Findings**

No matters are reportable.

**Section III      Federal Award Findings and Questioned Costs**

No matters are reportable.



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**COMBINED FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED JULY 31, 2015 AND 2014**

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

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***C O N T E N T S***

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# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## Independent Auditor's Report

To the Board of Directors  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

### **Report on the Financial Statements**

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliates, which comprise the combined statements of financial position as of July 31, 2015 and 2014, and the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements.

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

Management is responsible for the preparation and fair presentation of these combined 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 the combined 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 combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

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

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

## ***Opinion***

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliates, as of July 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## ***Other Matters***

### ***Other Information***

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

## ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated April 13, 2016 on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests on its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc.'s internal control over financial reporting and compliance.

***Ouellette & Associates, P.A.***  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2015 AND 2014

<b>ASSETS</b>		
	<b>2015</b>	<b>2014</b>
<b>CURRENT ASSETS</b>		
Cash	\$ 7,013,136	\$ 6,846,352
Investments	6,243,028	5,840,831
Contracts receivable	3,370,441	4,116,247
Accounts receivable	412,444	205,118
Prepaid expenses	197,061	212,989
Under applied overhead	289,945	179,371
Total current assets	17,526,055	17,400,908
<b>FIXED ASSETS</b>		
Land	7,235,523	6,689,735
Buildings and improvements	76,052,946	75,198,005
Vehicles and equipment	2,319,977	2,279,784
Total fixed assets	85,608,446	84,167,524
Less - accumulated depreciation	(25,025,332)	(22,775,015)
Net fixed assets	60,583,114	61,392,509
<b>OTHER ASSETS</b>		
Restricted cash	4,463,453	3,993,067
Miscellaneous other assets	408,506	418,455
Total other assets	4,871,959	4,411,522
<b>TOTAL ASSETS</b>	<b>\$ 82,981,128</b>	<b>\$ 83,204,939</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 585,756	\$ 453,138
Accrued payroll and payroll taxes	1,055,747	966,976
Accrued compensated absences	647,031	622,124
Accrued other liabilities	806,045	1,056,004
Refundable advances	1,369,828	2,005,560
Tenant security deposits	306,989	294,450
Current portion of long-term debt	338,450	174,392
Total current liabilities	5,109,846	5,572,644
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	5,147,208	5,479,703
Capital advances	66,333,341	66,333,341
Total long-term liabilities	71,480,549	71,813,044
<b>TOTAL LIABILITIES</b>	<b>76,590,395</b>	<b>77,385,688</b>
<b>NET ASSETS</b>		
Unrestricted	6,390,733	5,819,251
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 82,981,128</b>	<b>\$ 83,204,939</b>

See independent auditor's report and accompanying notes to the financial statements.

## SOUTHERN NEW HAMPSHIRE SERVICES, INC.

## COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant and contract revenue	\$ 33,727,596	\$ 35,622,242
Program service fees	916,629	883,208
Local funding	421,481	341,237
Rental income	7,523,426	7,472,423
Gifts and contributions	251,460	361,142
Interest and dividend income	380,802	177,318
Unrealized gain on investments	24,840	532,490
Miscellaneous	855,581	936,178
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<u>44,101,815</u>	<u>46,326,238</u>
<b>EXPENSES AND LOSSES</b>		
Program services:		
Child Development	7,063,817	6,554,799
Community Services	1,373,843	1,157,420
Economic and Workforce Development	8,383,373	10,023,206
Energy	11,598,625	11,525,400
Hispanic-Latino Community Services	397,120	441,488
Housing and Homeless	99,728	232,904
Nutrition and Health	2,383,084	2,328,252
Special Projects	1,140,853	1,908,834
Volunteer Services	128,210	144,840
SNHS Management Corporation	1,466,123	1,794,558
Housing Corporations	7,962,519	7,576,354
Total program services	<u>41,997,295</u>	<u>43,688,055</u>
Support services:		
Management and general	1,533,038	1,529,991
<b>TOTAL EXPENSES AND LOSSES</b>	<u>43,530,333</u>	<u>45,218,046</u>
<b>CHANGE IN NET ASSETS</b>	571,482	1,108,192
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>5,819,251</u>	<u>4,711,059</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 6,390,733</u>	<u>\$ 5,819,251</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2015

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
<b>EXPENSES AND LOSSES</b>							
Payroll	\$ 4,114,951	\$ 831,743	\$ 2,676,553	\$ 1,510,817	\$ 200,592	\$ 35,045	\$ 945,003
Payroll taxes	423,789	77,346	252,389	153,979	22,142	3,376	95,304
Fringe benefits	912,527	106,910	383,800	268,150	4,656	6,559	173,664
Workers comp. insurance	28,975	5,262	6,102	7,038	656	144	12,033
Retirement benefits	235,776	70,736	131,675	98,247	4,987	2,958	59,905
Consultant and contractual	24,102	28,100	2,111,471	848,165	108,854	93	21,970
Travel and transportation	84,766	24,670	83,512	38,312	1,061	1,228	50,151
Conferences and meetings	1,231	14,939	5,587	5,669	-	50	3,915
Occupancy	535,971	71,166	768,498	122,858	16,561	-	102,295
Advertising	1,809	-	7,120	682	25	-	620
Supplies	271,528	31,737	44,421	68,882	4,155	-	75,149
Equip. rentals and maintenance	29,215	298	28,945	18,352	560	-	13,873
Insurance	15,462	31,626	5,419	9,476	-	-	6,468
Telephone	68,933	22,159	52,504	35,216	1,702	-	48,059
Postage	4,618	1,234	1,834	35,078	214	348	3,783
Printing and publications	6,465	635	-	-	855	-	153
Subscriptions	38	1,837	127	58	-	-	-
Program support	-	29,051	1,123	-	5,820	-	-
Interest	13,734	-	-	-	-	-	-
Depreciation and amortization	38,195	2,708	6,533	12,740	5,621	-	2,146
Assistance to clients	12,751	466	1,768,434	8,349,886	3,494	49,920	467,042
Other direct expense	159,023	11,425	44,262	13,957	-	-	297,501
Miscellaneous	79,958	9,796	3,064	1,063	15,165	7	5,800
In-kind	1,759,528	-	-	-	-	-	-
Loss on disposal of assets	-	(1)	-	-	-	-	(1,750)
<b>SUBTOTAL</b>	<b>\$ 8,823,345</b>	<b>\$ 1,373,843</b>	<b>\$ 8,383,373</b>	<b>\$ 11,598,625</b>	<b>\$ 397,120</b>	<b>\$ 99,728</b>	<b>\$ 2,383,084</b>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,759,528)	-	-	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 7,063,817</b>	<b>\$ 1,373,843</b>	<b>\$ 8,383,373</b>	<b>\$ 11,598,625</b>	<b>\$ 397,120</b>	<b>\$ 99,728</b>	<b>\$ 2,383,084</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2015

	Program Services					Total Program Services	Support Services		Total Expenses
	Special Projects	Volunteer Services	SNHS		Management and General		Management and General		
			Management Corporation	Housing Corporations					
<b>EXPENSES AND LOSSES</b>									
Payroll	\$ 66,991	\$ 89,887	\$ 354,656	\$ 1,514,942	\$ 12,341,180	\$ 1,231,767	\$ 13,572,947		
Payroll taxes	6,864	8,600	28,941	151,050	1,223,780	102,617	1,326,397		
Fringe benefits	8,245	14,316	45,902	282,907	2,207,636	128,605	2,336,241		
Workers comp. insurance	938	189	3,330	45,377	110,044	6,331	116,375		
Retirement benefits	3,366	3,739	22,384	112,387	746,160	113,420	859,580		
Consultant and contractual	1,018,086	245	40,364	747,253	4,948,703	79,320	5,028,023		
Travel and transportation	3,046	1,529	86,534	23,982	398,791	16,409	415,200		
Conferences and meetings	5,207	635	30,907	2,070	70,210	2,579	72,789		
Occupancy	12,267	-	207,367	2,953,766	4,790,749	42,180	4,832,929		
Advertising	-	-	-	2,443	12,699	525	13,224		
Supplies	697	2,355	5,610	38,153	542,687	44,850	587,537		
Equip. rentals and maintenance	118	116	13,403	5,405	110,285	5,078	115,363		
Insurance	-	1,053	25,399	298,101	393,004	11,006	404,010		
Telephone	2,218	2,406	8,140	80,671	322,008	19,597	341,605		
Postage	33	439	1,101	6,944	55,626	19,465	75,091		
Printing and publications	-	-	463	-	8,571	-	8,571		
Subscriptions	-	-	-	-	2,060	-	2,060		
Program support	18,278	-	228,801	-	283,073	-	283,073		
Interest	-	-	37,224	157,727	208,685	-	208,685		
Depreciation and amortization	-	-	261,503	1,998,471	2,327,917	536	2,328,453		
Assistance to clients	53,374	-	44,132	-	10,749,499	-	10,749,499		
Other direct expense	10,011	714	361	9,551	546,805	299	547,104		
Miscellaneous	784	1,987	13,662	16,971	148,257	1,501	149,758		
In-kind	-	-	-	-	1,759,528	-	1,759,528		
Loss on disposal of assets	-	-	(1,599)	41,440	38,090	-	38,090		
<b>SUBTOTAL</b>	<b>\$ 1,210,523</b>	<b>\$ 128,210</b>	<b>\$ 1,458,585</b>	<b>\$ 8,489,611</b>	<b>\$ 44,346,047</b>	<b>\$ 1,826,085</b>	<b>\$ 46,172,132</b>		
Over applied indirect costs	-	-	7,538	-	7,538	(293,047)	(285,509)		
Eliminations	(69,670)	-	-	(527,092)	(2,356,290)	-	(2,356,290)		
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 1,140,853</b>	<b>\$ 128,210</b>	<b>\$ 1,466,123</b>	<b>\$ 7,962,519</b>	<b>\$ 41,997,295</b>	<b>\$ 1,533,038</b>	<b>\$ 43,530,333</b>		

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
<b>EXPENSES AND LOSSES</b>							
Payroll	\$ 3,864,148	\$ 700,374	\$ 2,895,686	\$ 1,449,702	\$ 233,653	\$ 105,322	\$ 953,076
Payroll taxes	395,305	61,655	275,772	148,585	25,636	10,332	95,561
Fringe benefits	863,709	82,932	398,583	249,569	7,921	14,384	157,183
Workers comp. insurance	26,718	3,371	9,020	6,650	910	1,090	11,753
Retirement benefits	217,571	57,720	126,494	77,118	4,809	5,247	51,862
Consultant and contractual	83,438	36,693	2,191,823	812,241	103,902	350	17,396
Travel and transportation	86,086	19,645	95,347	39,934	1,318	6,146	54,187
Conferences and meetings	548	16,528	4,157	8,275	50	150	1,485
Occupancy	500,684	55,692	736,716	110,320	19,656	-	102,561
Advertising	2,348	-	11,460	1,064	-	-	2,259
Supplies	190,204	17,754	47,368	83,966	3,897	226	73,514
Equip. rentals and maintenance	13,824	11,046	93,520	16,060	5,461	-	10,371
Insurance	15,915	35,466	6,965	9,092	55	-	6,144
Telephone	58,546	17,936	53,595	34,927	2,711	534	32,976
Postage	5,077	1,272	2,502	37,431	490	32	7,294
Printing and publications	4,161	406	1,452	1,192	841	-	-
Subscriptions	68	2,209	-	148	-	-	-
Program support	-	18,177	32,724	-	4,740	-	-
Interest	14,637	-	-	-	-	-	-
Depreciation and amortization	41,435	2,708	6,533	13,356	5,621	-	13,885
Assistance to clients	12,113	-	2,278,443	8,415,746	300	87,361	437,046
Other direct expense	119,771	5,095	754,374	8,636	-	-	284,680
Miscellaneous	38,493	10,741	672	1,388	19,517	1,730	15,019
In-kind	1,506,701	-	152,686	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
<b>SUBTOTAL</b>	<b>\$ 8,061,500</b>	<b>\$ 1,157,420</b>	<b>\$ 10,175,892</b>	<b>\$ 11,525,400</b>	<b>\$ 441,488</b>	<b>\$ 232,904</b>	<b>\$ 2,328,252</b>
<b>Over applied indirect costs</b>	-	-	-	-	-	-	-
<b>Eliminations</b>	(1,506,701)	-	(152,686)	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 6,554,799</b>	<b>\$ 1,157,420</b>	<b>\$ 10,023,206</b>	<b>\$ 11,525,400</b>	<b>\$ 441,488</b>	<b>\$ 232,904</b>	<b>\$ 2,328,252</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services						Total Program Services	Support Services	
	Special Projects	Volunteer Services	SNHS		Housing Corporations	Management Corporation		General	Management and General
			Management Corporation	Management Corporation					
<b>EXPENSES AND LOSSES</b>									
Payroll	\$ 74,950	\$ 105,532	\$ 449,408	\$ 1,499,878	\$ 12,331,729	\$ 1,227,044	\$ 13,558,773		
Payroll taxes	7,604	10,005	40,264	149,748	1,220,467	103,548	1,324,015		
Fringe benefits	6,675	8,491	78,392	274,272	2,142,111	136,341	2,278,452		
Workers comp. insurance	1,052	222	5,051	44,377	110,214	7,424	117,638		
Retirement benefits	4,447	4,405	26,855	100,405	676,933	110,699	787,632		
Consultant and contractual	1,715,102	280	55,960	625,090	5,642,275	109,769	5,752,044		
Travel and transportation	5,837	1,213	109,351	20,299	439,363	13,900	453,263		
Conferences and meetings	3,593	149	39,689	2,076	76,700	2,106	78,806		
Occupancy	8,666	-	188,787	2,665,157	4,388,239	41,455	4,429,694		
Advertising	729	-	-	1,456	19,316	-	19,316		
Supplies	3,104	3,561	7,292	48,475	479,361	40,496	519,857		
Equip. rentals and maintenance	3,317	201	11,730	1,298	166,828	1,088	167,916		
Insurance	-	977	31,264	291,351	397,229	10,651	407,880		
Telephone	2,044	1,921	7,883	71,645	284,718	16,682	301,400		
Postage	127	719	2,188	7,849	64,981	22,424	87,405		
Printing and publications	-	195	5,216	620	14,083	1,576	15,659		
Subscriptions	-	-	22	-	2,447	907	3,354		
Program support	-	-	342,892	-	398,533	-	398,533		
Interest	-	-	42,046	177,740	234,423	-	234,423		
Depreciation and amortization	3,000	-	254,069	1,966,799	2,307,406	-	2,307,406		
Assistance to clients	52,068	-	47,643	-	11,330,720	-	11,330,720		
Other direct expense	15,753	610	418	5,625	1,194,962	712	1,195,674		
Miscellaneous	766	6,359	14,647	12,840	122,172	1,514	123,686		
In-kind	-	-	-	-	1,659,387	-	1,659,387		
Loss on disposal of assets	-	-	10,433	114,585	125,018	-	125,018		
<b>SUBTOTAL</b>	<b>\$ 1,908,834</b>	<b>\$ 144,840</b>	<b>\$ 1,771,500</b>	<b>\$ 8,081,585</b>	<b>\$ 45,829,615</b>	<b>\$ 1,848,336</b>	<b>\$ 47,677,951</b>		
<b>Over applied indirect costs</b>	-	-	23,058	-	23,058	(318,345)	(295,287)		
<b>Eliminations</b>	-	-	-	(505,231)	(2,164,618)	-	(2,164,618)		
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 1,908,834</b>	<b>\$ 144,840</b>	<b>\$ 1,794,558</b>	<b>\$ 7,576,354</b>	<b>\$ 43,688,055</b>	<b>\$ 1,529,991</b>	<b>\$ 45,218,046</b>		

See independent auditor's report and accompanying notes to the financial statements.

## SOUTHERN NEW HAMPSHIRE SERVICES, INC.

## COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 571,482	\$ 1,108,192
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation and amortization	2,328,453	2,307,406
Loss on disposal of assets	38,090	125,018
Unrealized gain on investments	(24,840)	(532,490)
(Increase) decrease operating assets:		
Contracts receivable (net)	745,806	(848,292)
Accounts receivable (net)	(207,326)	(33,396)
Prepaid expenses	15,928	(56,586)
Under applied overhead	(110,574)	(179,371)
Increase (decrease) in operating liabilities:		
Accounts payable	132,618	95,873
Accrued payroll and payroll taxes	88,771	241,250
Accrued comp. absences	24,907	(1,721)
Accrued other liabilities	(249,959)	467,156
Refundable advances	(635,732)	(31,244)
Over applied overhead	-	(115,916)
Tenant security deposits	12,539	11,376
Total adjustments	<u>2,158,681</u>	<u>1,449,063</u>
<b>NET CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>2,730,163</u>	<u>2,557,255</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(1,611,081)	(1,314,268)
Proceeds from sale of fixed assets	63,882	8,000
Purchase of investments	(377,357)	(2,176,119)
Proceeds from sale of investments	-	2,000,000
Deposit to restricted cash accounts	(470,386)	(43,735)
<b>NET CASH FLOWS FROM INVESTING ACTIVITIES</b>	<u>(2,394,942)</u>	<u>(1,526,122)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on long-term debt	(168,437)	(156,900)
Net proceeds from capital advances	-	68,694
<b>NET CASH FLOWS FROM FINANCING ACTIVITIES</b>	<u>(168,437)</u>	<u>(88,206)</u>
<b>CHANGE IN CASH AND CASH EQUIVALENTS</b>	<u>166,784</u>	<u>942,927</u>
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>6,846,352</u>	<u>5,903,425</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 7,013,136</u>	<u>\$ 6,846,352</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Interest	<u>\$ 208,685</u>	<u>\$ 234,423</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Nature of the Organization**

Southern New Hampshire Services, Inc. is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through:

Southern New Hampshire Services, Inc.  
SNHS Management Corporation  
SNHS Elderly Housing, Inc.  
SNHS Elderly Housing II, Inc.  
SNHS Elderly Housing III, Inc.  
SNHS Elderly Housing IV, Inc.  
SNHS Elderly Housing V, Inc.  
SNHS Elderly Housing VI, Inc.  
SNHS Elderly Housing VII, Inc.  
SNHS Elderly Housing VIII, Inc.  
SNHS Elderly Housing IX, Inc.  
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.  
Rural Housing for the Elderly, Inc.  
Rural Housing for the Elderly II, Inc.  
Sundial Elderly Housing, Inc.  
SNHS Ashland Elderly Housing, Inc.  
SNHS Farmington Elderly Housing, Inc.  
SNHS Greenfield Elderly Housing, Inc.  
SNHS North Berwick Elderly Housing, Inc.  
SNHS Northwood Elderly Housing, Inc.  
SNHS Pittsburg Elderly Housing, Inc.  
SNHS Raymond Elderly Housing, Inc.

**Basis of Accounting and Presentation**

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Unrestricted net assets of the Organization are net assets that are neither permanently restricted nor temporarily restricted by donor-imposed restrictions.

Temporarily restricted net assets - Temporarily restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.

Permanently restricted net assets - Permanently restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

The Organization has no temporarily restricted or permanently restricted net assets at July 31, 2015 and 2014.



SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2015 AND 2014

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Combined Financial Statements**

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of the following corporations because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Southern New Hampshire Services, Inc.  
SNHS Management Corporation  
SNHS Elderly Housing, Inc.  
SNHS Elderly Housing II, Inc.  
SNHS Elderly Housing III, Inc.  
SNHS Elderly Housing IV, Inc.  
SNHS Elderly Housing V, Inc.  
SNHS Elderly Housing VI, Inc.  
SNHS Elderly Housing VII, Inc.  
SNHS Elderly Housing VIII, Inc.  
SNHS Elderly Housing IX, Inc.  
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.  
Rural Housing for the Elderly, Inc.  
Rural Housing for the Elderly II, Inc.  
Sundial Elderly Housing, Inc.  
SNHS Ashland Elderly Housing, Inc.  
SNHS Farmington Elderly Housing, Inc.  
SNHS Greenfield Elderly Housing, Inc.  
SNHS North Berwick Elderly Housing, Inc.  
SNHS Northwood Elderly Housing, Inc.  
SNHS Pittsburg Elderly Housing, Inc.  
SNHS Raymond Elderly Housing, Inc.

**Use of Estimates**

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

**Cash and Cash Equivalents**

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

**Current Vulnerabilities Due to Certain Concentrations**

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at this time.

**Accounts and Contracts Receivable**

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2015 and 2014.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Revenue Recognition**

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Federal and state grant revenue comprised 76% and 77% of total revenue in the fiscal years ended July 31, 2015 and 2014, respectively.

**Contributions and In-Kind Donations**

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2015 and 2014 were generated through the Head Start and Economic Workforce Development programs.

**Investments**

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

**Fixed Assets**

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2015 and 2014 was \$2,318,506 and \$2,297,459, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

**Other Assets**

Intangible assets, including financing fees, are being amortized on a straight-line basis over 15 to 35 years. Total amortization expense was \$9,947 for the years ended July 31, 2015 and 2014. Amortization of intangible assets is estimated to be \$9,947 annually for the next five years.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Advertising**

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

**Functional Allocation of Expenses**

The costs associated with providing program services and management and general support services are presented by natural classification on the combined statement of functional expenses and have been summarized on a functional basis on the combined statements of activities.

**Income Taxes**

The Organization qualifies as an organization exempt from income tax under Section 501 (c) (3) of the Internal Revenue Code. Management has determined that the Organization does not have any uncertain tax positions that would require the recording of any additional tax benefits or liabilities within the next twelve months. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Organization's tax returns remain subject to examination for three years after they were filed which includes the tax years ending July 31, 2013, 2014 and 2015.

**Subsequent Events**

Management has made an evaluation of subsequent events through April 13, 2016, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

**Reclassifications**

Certain reclassifications have been made to the 2014 combined financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements and capital advances associated with the combining housing projects and housing projects included in SNHS Management Corporation, is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 3: FAIR VALUE MEASUREMENTS

FASB ASC 820, *Fair Value Measurements and Disclosures* establish a framework to measuring fair value within generally accepted accounting principles (GAAP). That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2015 and 2014.

*Mutual Funds*: Valued at the closing price reported on the active market on which the individual securities are traded.

The fair value by level of the Organization's investments consisted of the following as of July 31:

	<u>2015</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$6,243,028</u>	\$ _____ -	\$ _____ -	<u>\$6,243,028</u>
<b>Total</b>	<u>\$6,243,028</u>	<u>\$ _____ -</u>	<u>\$ _____ -</u>	<u>\$6,243,028</u>
	<u>2014</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$5,840,831</u>	\$ _____ -	\$ _____ -	<u>\$5,840,831</u>
<b>Total</b>	<u>\$5,840,831</u>	<u>\$ _____ -</u>	<u>\$ _____ -</u>	<u>\$5,840,831</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<u>2015</u>			<u>2014</u>		
	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>
Mutual Funds	<u>\$4,702,343</u>	<u>\$6,243,028</u>	<u>\$1,540,685</u>	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$1,515,845</u>
Total	<u>\$4,702,343</u>	<u>\$6,243,028</u>	<u>\$1,540,685</u>	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$1,515,845</u>

The activities of the Organization's investment account are summarized as follows:

	<u>2015</u>	<u>2014</u>
Fair Value – August 1	<u>\$5,840,831</u>	\$5,132,222
Additions	<u>377,357</u>	2,176,119
Distributions	-	(2,000,000)
Realized gains	-	-
Unrealized gains	<u>24,840</u>	<u>532,490</u>
Fair Value – July 31	<u>\$6,243,028</u>	<u>\$5,840,831</u>

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2015</u>	<u>2014</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.000%.	326,669	348,669
<u>SNHS Management Corporation</u>		
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>170,000</u>	<u>170,000</u>
Subtotal	\$ <u>507,944</u>	\$ <u>529,944</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 5: LONG-TERM DEBT (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$ 507,944	\$529,944
<u>SNHS Management Corporation (Continued)</u>		
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	102,947	129,907
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2016. Interest is at 2.996%.	182,912	214,269
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	478,206	495,947
<u>Housing Corporations</u>		
Mortgage payable between Key Bank and SNHS Rural Housing for the Elderly, Inc., secured by real estate located in Greenville, NH, payable in monthly installments of \$14,044 including interest through 2040. Interest is at 5.120%.	2,380,136	2,430,658
Mortgage payable between Oppenheimer and SNHS Elderly Housing, Inc., secured by real estate located in Epping, NH, payable in monthly installments of \$5,932 including interest through 2047. Interest is at 3.950%.	1,288,513	1,308,370
Mortgage payable between the Town of Northwood and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 20 years and the entity does not generate residual receipts. Interest is at 0.000%.	95,000	95,000
Mortgage payable between NHHFA and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage payments are based upon surplus cash. Remaining balance due in 2040 or upon sale of the property. Interest is at 0.000%.	<u>450,000</u>	<u>450,000</u>
	\$ 5,485,658	\$ 5,654,095
Less: Current Portion	<u>338,450</u>	<u>174,392</u>
Long-term debt, net of current portion	\$ <u>5,147,208</u>	\$ <u>5,479,703</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 5: LONG-TERM DEBT (Continued)

Principal maturities for long-term debt for the subsequent fiscal years from July 31, 2015, are as follows:

2016	\$ 338,450
2017	151,144
2018	156,563
2019	146,385
2020	352,196
Thereafter	<u>4,340,920</u>
Total	\$ <u>5,485,658</u>

NOTE 6: CAPITAL ADVANCES

The following is a summary of capital advances as of July 31:

	<u>2015</u>	<u>2014</u>
<u>Housing Corporations</u>		
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>\$ 3,167,200</b>	\$ 3,167,200
Capital advance between HUD and Sundial Elderly Housing, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is 0.000%.	<b>4,081,600</b>	4,081,600
Capital advance between HUD and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>3,460,700</b>	3,460,700
Capital advance between HUD and SNHS Farmington Elderly Housing, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>2,827,000</b>	2,827,000
Capital advance between HUD and SNHS Elderly Housing V, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u><b>2,948,700</b></u>	<u>2,948,700</u>
Subtotal	<b>\$ <u>16,485,200</u></b>	<u>\$16,485,200</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	<b>\$ 16,485,200</b>	\$16,485,200
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%	<b>2,485,859</b>	2,485,859
Capital advance between HUD and SNHS Elderly Housing III, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>3,522,500</b>	3,522,500
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>2,966,900</b>	2,966,900
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>2,337,800</b>	2,337,800
Capital advance between HUD and SNHS Elderly Housing IV, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>4,412,500</b>	4,412,500
Capital advance between HUD and SNHS Raymond Elderly Housing, Inc., secured by real estate located in Raymond, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>1,773,900</b>	1,773,900
Capital advance between HUD and SNHS Pittsburg Elderly Housing, Inc., secured by real estate located in Pittsburg, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>1,481,082</b>	1,481,082
Capital advance between HUD and SNHS North Berwick Elderly Housing, Inc., secured by real estate located in North Berwick, ME. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b><u>2,016,800</u></b>	<u>2,016,800</u>
Subtotal	<b>\$ <u>37,482,541</u></b>	<u>\$37,482,541</u>



## SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	<b>\$ 37,482,541</b>	\$37,482,541
Capital advance between HUD and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>1,545,300</b>	1,545,300
Capital advance between HUD and Ashland Elderly Housing, Inc., secured by real estate located in Ashland, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>3,426,100</b>	3,426,100
Capital advance between HUD and SNHS Elderly Housing VI, Inc., secured by real estate located in Bristol, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>2,711,900</b>	2,711,900
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>5,143,400</b>	5,143,400
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>3,151,000</b>	3,151,000
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. The Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>2,596,400</b>	2,596,400
Capital advance between HUD and SNHS Elderly Housing VIII, Inc., secured by real estate located in Campton, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>2,352,500</b>	2,352,500
Capital advance between HUD and SNHS Elderly Housing IX, Inc., secured by real estate located in Plymouth, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<b><u>2,341,700</u></b>	<u>2,341,700</u>
Subtotal	<b>\$ <u>60,750,841</u></b>	\$ <u>60,750,841</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	<b>\$60,750,841</b>	\$60,750,841
Capital advance between HUD and SNHS Elderly Housing XI, Inc., secured by real estate located in Lancaster, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	<b>3,231,300</b>	3,231,300
Capital advance between HUD and SNHS Elderly Housing X, Inc., secured by real estate located in Woodstock, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u><b>2,351,200</b></u>	<u>2,351,200</u>
Total	<u><b>\$66,333,341</b></u>	<u>\$66,333,341</u>

NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2015 and 2014 equaled \$789,052 and \$722,747, respectively. The leases expire at various times through July 2017. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2015:

2016	\$742,950
2017	<u>22,021</u>
Total	<u>\$764,971</u>

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2015 and 2014 was \$859,580 and \$787,632, respectively.

NOTE 9: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

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NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES

The Organization receives contract funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

**Cotton Mill Square**

During the year, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

As stipulated by the contract and after a 20% program fee retained by the CDFA, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principle is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2015. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The current unforgiven principle amount at July 31, 2015 is \$760,000. The note repayment is accelerated if the units fall out of compliance.

**J. Brown Homestead Property**

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by Southern New Hampshire Services, Inc. (SNHS). As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

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NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

**J. Brown Homestead Property** (Continued)

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principle or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2015 and 2014 is \$151,105 and \$181,326, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A

	10/14/15/30/40/ 50/80/81/82/810 /845/1275	105	110	
SNHS, Inc.	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly	
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash	\$ 88,728	\$ 5,744,983	\$ 56,376	\$ 139,112
Investments	-	6,243,028	-	-
Contracts receivable	3,021,319	107,423	659	6,494
Accounts receivable	-	440,559	-	-
Prepaid expenses	33,122	16,863	12,034	23,088
Under applied overhead	289,945	-	-	-
Due from other corporations	5,469,964	120,067	-	-
Total current assets	<u>8,903,078</u>	<u>12,672,923</u>	<u>69,069</u>	<u>168,694</u>
<b>FIXED ASSETS</b>				
Land	219,849	1,742,613	16,498	236,849
Buildings and improvements	1,525,302	5,544,623	3,277,537	3,953,032
Vehicles and equipment	832,813	404,922	20,879	283,184
Total fixed assets	<u>2,577,964</u>	<u>7,692,158</u>	<u>3,314,914</u>	<u>4,473,065</u>
Less - accumulated depreciation	<u>(1,323,598)</u>	<u>(2,854,087)</u>	<u>(1,198,028)</u>	<u>(2,617,330)</u>
Net fixed assets	<u>1,254,366</u>	<u>4,838,071</u>	<u>2,116,886</u>	<u>1,855,735</u>
<b>OTHER ASSETS</b>				
Restricted cash	24,589	232,183	165,569	506,707
Miscellaneous other assets	-	137,555	-	135,241
Total other assets	<u>24,589</u>	<u>369,738</u>	<u>165,569</u>	<u>641,948</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 10,182,033</u></b>	<b><u>\$ 17,880,732</u></b>	<b><u>\$ 2,351,524</u></b>	<b><u>\$ 2,666,377</u></b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 386,857	\$ 35,501	\$ 1,815	\$ 18,947
Accrued payroll and payroll taxes	465,375	521,326	3,703	8,293
Accrued compensated absences	-	647,031	-	-
Accrued other liabilities	365,742	-	8,392	36,766
Refundable advances	1,392,133	-	58	100
Tenant security deposits	24,514	11,724	16,582	19,390
Due to other corporations	4,254,772	755,421	31,327	51,377
Current portion of long-term debt	33,275	229,700	-	56,571
Total current liabilities	<u>6,922,668</u>	<u>2,200,703</u>	<u>61,877</u>	<u>191,444</u>
<b>LONG-TERM LIABILITIES</b>				
Long-term debt, less current portion	304,669	704,365	-	2,323,565
Capital advances	-	-	3,167,200	-
Total long-term liabilities	<u>304,669</u>	<u>704,365</u>	<u>3,167,200</u>	<u>2,323,565</u>
<b>TOTAL LIABILITIES</b>	<u>7,227,337</u>	<u>2,905,068</u>	<u>3,229,077</u>	<u>2,515,009</u>
<b>NET ASSETS</b>				
Unrestricted	2,954,696	14,975,664	(877,553)	151,368
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 10,182,033</u></b>	<b><u>\$ 17,880,732</u></b>	<b><u>\$ 2,351,524</u></b>	<b><u>\$ 2,666,377</u></b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
COMBINING SCHEDULE OF FINANCIAL POSITION  
JULY 31, 2015

Schedule A (Continued)

	120 SNHS Elderly Housing	130 Sundial Elderly Housing	140 SNHS Northwood Elderly Housing	145 SNHS Elderly Housing. VII
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash	\$ 29.084	\$ 70.684	\$ 100.014	\$ 51.235
Investments	-	-	-	-
Contracts receivable	10.637	1.308	-	900
Accounts receivable	-	-	-	-
Prepaid expenses	3.371	19.742	5.290	3.904
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>43,092</u>	<u>91,734</u>	<u>105,304</u>	<u>56,039</u>
<b>FIXED ASSETS</b>				
Land	94.112	342.450	82.489	662.211
Buildings and improvements	1,139,702	4,049,672	3,485,906	4,421,448
Vehicles and equipment	30,733	45,284	22,269	35,003
Total fixed assets	<u>1,264,547</u>	<u>4,437,406</u>	<u>3,590,664</u>	<u>5,118,662</u>
Less - accumulated depreciation	(701,221)	(1,899,288)	(853,313)	(627,964)
Net fixed assets	<u>563,326</u>	<u>2,538,118</u>	<u>2,737,351</u>	<u>4,490,698</u>
<b>OTHER ASSETS</b>				
Restricted cash	268.001	291.910	60.062	119.351
Miscellaneous other assets	130,460	-	-	3,361
Total other assets	<u>398,461</u>	<u>291,910</u>	<u>60,062</u>	<u>122,712</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,004,879</u>	<u>\$ 2,921,762</u>	<u>\$ 2,902,717</u>	<u>\$ 4,669,449</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 1,860	\$ 1,147	\$ 168	\$ 1,995
Accrued payroll and payroll taxes	2,208	7,132	2,595	1,183
Accrued compensated absences	-	-	-	-
Accrued other liabilities	7,471	13,175	2,333	33,497
Refundable advances	-	1,737	-	-
Tenant security deposits	6,041	27,902	10,401	11,568
Due to other corporations	87,925	46,667	29,896	7,401
Current portion of long-term debt	18,904	-	-	-
Total current liabilities	<u>124,409</u>	<u>97,760</u>	<u>45,393</u>	<u>55,644</u>
<b>LONG-TERM LIABILITIES</b>				
Long-term debt, less current portion	1,269,609	-	95,000	-
Capital advances	-	4,081,600	3,460,700	5,143,400
Total long-term liabilities	<u>1,269,609</u>	<u>4,081,600</u>	<u>3,555,700</u>	<u>5,143,400</u>
<b>TOTAL LIABILITIES</b>	<u>1,394,018</u>	<u>4,179,360</u>	<u>3,601,093</u>	<u>5,199,044</u>
<b>NET ASSETS</b>				
Unrestricted	<u>(389,139)</u>	<u>(1,257,598)</u>	<u>(698,376)</u>	<u>(529,595)</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,004,879</u>	<u>\$ 2,921,762</u>	<u>\$ 2,902,717</u>	<u>\$ 4,669,449</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
COMBINING SCHEDULE OF FINANCIAL POSITION  
JULY 31, 2015

Schedule A (Continued)

	146	147	150	155
	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA - Construction	SNHS Farmington Elderly Housing	SNHS Elderly Housing V
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash	\$ 58,540	\$ 46,309	\$ 23,009	\$ 32,541
Investments	-	-	-	-
Contracts receivable	-	-	217,654	463
Accounts receivable	-	-	-	-
Prepaid expenses	2,494	2,040	6,171	2,771
Under applied overhead	-	-	-	-
Due from other corporations	-	(4,307)	-	-
Total current assets	61,034	44,042	246,834	35,775
<b>FIXED ASSETS</b>				
Land	570,320	373,643	267,538	150,000
Buildings and improvements	2,639,154	2,164,729	2,750,139	2,731,835
Vehicles and equipment	25,923	44,125	28,403	100,536
Total fixed assets	3,235,397	2,582,497	3,046,080	2,982,371
Less - accumulated depreciation	(299,443)	(135,379)	(1,260,946)	(696,197)
Net fixed assets	2,935,954	2,447,118	1,785,134	2,286,174
<b>OTHER ASSETS</b>				
Restricted cash	152,604	90,450	112,317	99,015
Miscellaneous other assets	1,889	-	-	-
Total other assets	154,493	90,450	112,317	99,015
<b>TOTAL ASSETS</b>	<b>\$ 3,151,481</b>	<b>\$ 2,581,610</b>	<b>\$ 2,144,285</b>	<b>\$ 2,420,964</b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 1,564	\$ 2,223	\$ 97,910	\$ 3,595
Accrued payroll and payroll taxes	2,127	2,150	2,912	2,339
Accrued compensated absences	-	-	-	-
Accrued other liabilities	11,589	9,799	188,031	17,007
Refundable advances	-	-	3,157	-
Tenant security deposits	8,108	6,105	13,352	9,112
Due to other corporations	6,774	-	20,853	8,388
Current portion of long-term debt	-	-	-	-
Total current liabilities	30,162	20,277	326,215	40,441
<b>LONG-TERM LIABILITIES</b>				
Long-term debt, less current portion	-	-	-	-
Capital advances	3,151,000	2,596,400	2,827,000	2,948,700
Total long-term liabilities	3,151,000	2,596,400	2,827,000	2,948,700
<b>TOTAL LIABILITIES</b>	<b>3,181,162</b>	<b>2,616,677</b>	<b>3,153,215</b>	<b>2,989,141</b>
<b>NET ASSETS</b>				
Unrestricted	(29,681)	(35,067)	(1,008,930)	(568,177)
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 3,151,481</b>	<b>\$ 2,581,610</b>	<b>\$ 2,144,285</b>	<b>\$ 2,420,964</b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

	160	170	175	180
	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash	\$ 68,300	\$ 69,216	\$ 66,115	\$ 34,618
Investments	-	-	-	-
Contracts receivable	-	305	-	1,489
Accounts receivable	-	-	-	-
Prepaid expenses	6,045	5,920	5,542	9,008
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>74,345</u>	<u>75,441</u>	<u>71,657</u>	<u>45,115</u>
<b>FIXED ASSETS</b>				
Land	146,270	305,901	7,420	7,898
Buildings and improvements	2,489,584	3,356,913	2,977,084	2,539,551
Vehicles and equipment	31,190	37,613	24,815	13,556
Total fixed assets	<u>2,667,044</u>	<u>3,700,427</u>	<u>3,009,319</u>	<u>2,561,005</u>
Less - accumulated depreciation	(1,278,120)	(1,422,795)	(913,546)	(983,367)
Net fixed assets	<u>1,388,924</u>	<u>2,277,632</u>	<u>2,095,773</u>	<u>1,577,638</u>
<b>OTHER ASSETS</b>				
Restricted cash	134,558	296,286	202,438	118,515
Miscellaneous other assets	-	-	-	-
Total other assets	<u>134,558</u>	<u>296,286</u>	<u>202,438</u>	<u>118,515</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,597,827</u>	<u>\$ 2,649,359</u>	<u>\$ 2,369,868</u>	<u>\$ 1,741,268</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 2,535	\$ 1,652	\$ 10,379	\$ 2,981
Accrued payroll and payroll taxes	3,355	3,646	3,492	3,487
Accrued compensated absences	-	-	-	-
Accrued other liabilities	9,885	12,930	10,288	8,034
Refundable advances	52	-	-	169
Tenant security deposits	14,269	17,877	12,098	13,032
Due to other corporations	28,076	33,479	26,014	32,599
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>58,172</u>	<u>69,584</u>	<u>62,271</u>	<u>60,302</u>
<b>LONG-TERM LIABILITIES</b>				
Long-term debt, less current portion	-	-	-	-
Capital advances	2,485,859	3,522,500	2,966,900	2,337,800
Total long-term liabilities	<u>2,485,859</u>	<u>3,522,500</u>	<u>2,966,900</u>	<u>2,337,800</u>
<b>TOTAL LIABILITIES</b>	<u>2,544,031</u>	<u>3,592,084</u>	<u>3,029,171</u>	<u>2,398,102</u>
<b>NET ASSETS</b>				
Unrestricted	(946,204)	(942,725)	(659,303)	(656,834)
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,597,827</u>	<u>\$ 2,649,359</u>	<u>\$ 2,369,868</u>	<u>\$ 1,741,268</u>



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

	185	190	200	210
	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash	\$ 35,770	\$ 27,292	\$ 22,377	\$ 39,996
Investments	-	-	-	-
Contracts receivable	-	-	-	143
Accounts receivable	-	-	-	-
Prepaid expenses	8,423	3,400	2,645	6,423
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>44,193</u>	<u>30,692</u>	<u>25,022</u>	<u>46,562</u>
<b>FIXED ASSETS</b>				
Land	168,777	121,331	17,190	138,744
Buildings and improvements	4,344,731	1,784,101	1,608,802	1,942,584
Vehicles and equipment	23,892	29,433	13,322	34,930
Total fixed assets	<u>4,537,400</u>	<u>1,934,865</u>	<u>1,639,314</u>	<u>2,116,258</u>
Less - accumulated depreciation	<u>(1,137,270)</u>	<u>(798,184)</u>	<u>(724,537)</u>	<u>(754,052)</u>
Net fixed assets	<u>3,400,130</u>	<u>1,136,681</u>	<u>914,777</u>	<u>1,362,206</u>
<b>OTHER ASSETS</b>				
Restricted cash	232,420	122,930	102,704	176,207
Miscellaneous other assets	-	-	-	-
Total other assets	<u>232,420</u>	<u>122,930</u>	<u>102,704</u>	<u>176,207</u>
<b>TOTAL ASSETS</b>	<u>\$ 3,676,743</u>	<u>\$ 1,290,303</u>	<u>\$ 1,042,503</u>	<u>\$ 1,584,975</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 2,591	\$ 516	\$ 579	\$ 490
Accrued payroll and payroll taxes	4,081	2,208	1,758	1,832
Accrued compensated absences	-	-	-	-
Accrued other liabilities	11,401	3,334	2,548	1,752
Refundable advances	-	-	-	-
Tenant security deposits	16,339	8,432	6,760	8,454
Due to other corporations	9,008	19,702	37,960	23,712
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>43,420</u>	<u>34,192</u>	<u>49,605</u>	<u>36,240</u>
<b>LONG-TERM LIABILITIES</b>				
Long-term debt, less current portion	-	-	-	-
Capital advances	4,412,500	1,773,900	1,481,082	2,016,800
Total long-term liabilities	<u>4,412,500</u>	<u>1,773,900</u>	<u>1,481,082</u>	<u>2,016,800</u>
<b>TOTAL LIABILITIES</b>	<u>4,455,920</u>	<u>1,808,092</u>	<u>1,530,687</u>	<u>2,053,040</u>
<b>NET ASSETS</b>				
Unrestricted	<u>(779,177)</u>	<u>(517,789)</u>	<u>(488,184)</u>	<u>(468,065)</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 3,676,743</u>	<u>\$ 1,290,303</u>	<u>\$ 1,042,503</u>	<u>\$ 1,584,975</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

	220	230	235	240
	SNHS			
	Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI	SNHS Elderly Housing VIII
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash	\$ 44,635	\$ 32,000	\$ 17,742	\$ 28,185
Investments	-	-	-	-
Contracts receivable	-	298	160	252
Accounts receivable	-	-	-	-
Prepaid expenses	4,660	4,030	2,015	2,015
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>49,295</u>	<u>36,328</u>	<u>19,917</u>	<u>30,452</u>
<b>FIXED ASSETS</b>				
Land	71,312	295,000	309,800	220,000
Buildings and improvements	2,002,691	2,989,901	2,577,277	2,285,036
Vehicles and equipment	23,777	82,557	20,356	19,078
Total fixed assets	<u>2,097,780</u>	<u>3,367,458</u>	<u>2,907,433</u>	<u>2,524,114</u>
Less - accumulated depreciation	(715,626)	(634,639)	(450,444)	(201,083)
Net fixed assets	<u>1,382,154</u>	<u>2,732,819</u>	<u>2,456,989</u>	<u>2,323,031</u>
<b>OTHER ASSETS</b>				
Restricted cash	134,332	417,527	46,129	97,162
Miscellaneous other assets	-	-	-	-
Total other assets	<u>134,332</u>	<u>417,527</u>	<u>46,129</u>	<u>97,162</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,565,781</u>	<u>\$ 3,186,674</u>	<u>\$ 2,523,035</u>	<u>\$ 2,450,645</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 281	\$ 2,235	\$ 1,481	\$ 2,241
Accrued payroll and payroll taxes	1,741	2,003	1,335	1,236
Accrued compensated absences	-	-	-	-
Accrued other liabilities	5,973	14,210	14,533	3,936
Refundable advances	-	-	-	-
Tenant security deposits	6,853	9,747	6,138	5,172
Due to other corporations	21,529	4,190	21,906	7,861
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>36,377</u>	<u>32,385</u>	<u>45,393</u>	<u>20,446</u>
<b>LONG-TERM LIABILITIES</b>				
Long-term debt, less current portion	450,000	-	-	-
Capital advances	1,545,300	3,426,100	2,711,900	2,352,500
Total long-term liabilities	<u>1,995,300</u>	<u>3,426,100</u>	<u>2,711,900</u>	<u>2,352,500</u>
<b>TOTAL LIABILITIES</b>	<u>2,031,677</u>	<u>3,458,485</u>	<u>2,757,293</u>	<u>2,372,946</u>
<b>NET ASSETS</b>				
Unrestricted	(465,896)	(271,811)	(234,258)	77,699
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,565,781</u>	<u>\$ 3,186,674</u>	<u>\$ 2,523,035</u>	<u>\$ 2,450,645</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

	245	250	255
	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash	\$ 27,943	\$ 27,404	\$ 30,991
Investments	-	-	-
Contracts receivable	-	881	56
Accounts receivable	-	-	-
Prepaid expenses	1,763	1,763	2,519
Under applied overhead	-	-	-
Due from other corporations	-	-	-
Total current assets	<u>29,706</u>	<u>30,048</u>	<u>33,566</u>
<b>FIXED ASSETS</b>			
Land	164,894	150,000	352,414
Buildings and improvements	2,352,305	2,347,246	2,772,061
Vehicles and equipment	19,200	23,554	48,630
Total fixed assets	<u>2,536,399</u>	<u>2,520,800</u>	<u>3,173,105</u>
Less - accumulated depreciation	<u>(205,727)</u>	<u>(185,060)</u>	<u>(154,088)</u>
Net fixed assets	<u>2,330,672</u>	<u>2,335,740</u>	<u>3,019,017</u>
<b>OTHER ASSETS</b>			
Restricted cash	77,389	66,781	115,317
Miscellaneous other assets	-	-	-
Total other assets	<u>77,389</u>	<u>66,781</u>	<u>115,317</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,437,767</u>	<u>\$ 2,432,569</u>	<u>\$ 3,167,900</u>
<b>LIABILITIES AND NET ASSETS</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable	\$ 1,528	\$ 2,882	\$ 403
Accrued payroll and payroll taxes	1,236	1,273	1,721
Accrued compensated absences	-	-	-
Accrued other liabilities	4,515	4,946	3,958
Refundable advances	-	-	-
Tenant security deposits	5,425	5,150	6,444
Due to other corporations	5,278	9,057	4,552
Current portion of long-term debt	-	-	-
Total current liabilities	<u>17,982</u>	<u>23,308</u>	<u>17,078</u>
<b>LONG-TERM LIABILITIES</b>			
Long-term debt, less current portion	-	-	-
Capital advances	<u>2,341,700</u>	<u>2,351,200</u>	<u>3,231,300</u>
Total long-term liabilities	<u>2,341,700</u>	<u>2,351,200</u>	<u>3,231,300</u>
<b>TOTAL LIABILITIES</b>	<u>2,359,682</u>	<u>2,374,508</u>	<u>3,248,378</u>
<b>NET ASSETS</b>			
Unrestricted	<u>78,085</u>	<u>58,061</u>	<u>(80,478)</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 2,437,767</u>	<u>\$ 2,432,569</u>	<u>\$ 3,167,900</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2015

Schedule A (Continued)

	Sub-Total	Elimination	Totals
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash	\$ 7,013,199	\$ (63)	\$ 7,013,136
Investments	6,243,028	-	6,243,028
Contracts receivable	3,370,441	-	3,370,441
Accounts receivable	440,559	-	440,559
Prepaid expenses	197,061	-	197,061
Under applied overhead	289,945	-	289,945
Due from other corporations	5,585,724	(5,613,839)	(28,115)
Total current assets	<u>23,139,957</u>	<u>(5,613,902)</u>	<u>17,526,055</u>
<b>FIXED ASSETS</b>			
Land	7,235,523	-	7,235,523
Buildings and improvements	76,052,946	-	76,052,946
Vehicles and equipment	2,319,977	-	2,319,977
Total fixed assets	<u>85,608,446</u>	<u>-</u>	<u>85,608,446</u>
Less - accumulated depreciation	(25,025,332)	-	(25,025,332)
Net fixed assets	<u>60,583,114</u>	<u>-</u>	<u>60,583,114</u>
<b>OTHER ASSETS</b>			
Restricted cash	4,463,453	-	4,463,453
Miscellaneous other assets	408,506	-	408,506
Total other assets	<u>4,871,959</u>	<u>-</u>	<u>4,871,959</u>
<b>TOTAL ASSETS</b>	<u>\$ 88,595,030</u>	<u>\$ (5,613,902)</u>	<u>\$ 82,981,128</u>
<b>LIABILITIES AND NET ASSETS</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable	\$ 586,356	\$ (600)	\$ 585,756
Accrued payroll and payroll taxes	1,055,747	-	1,055,747
Accrued compensated absences	647,031	-	647,031
Accrued other liabilities	806,045	-	806,045
Refundable advances	1,397,406	(27,578)	1,369,828
Tenant security deposits	306,989	-	306,989
Due to other corporations	5,585,724	(5,585,724)	-
Current portion of long-term debt	338,450	-	338,450
Total current liabilities	<u>10,723,748</u>	<u>(5,613,902)</u>	<u>5,109,846</u>
<b>LONG-TERM LIABILITIES</b>			
Long-term debt, less current portion	5,147,208	-	5,147,208
Capital advances	66,333,341	-	66,333,341
Total long-term liabilities	<u>71,480,549</u>	<u>-</u>	<u>71,480,549</u>
<b>TOTAL LIABILITIES</b>	<u>82,204,297</u>	<u>(5,613,902)</u>	<u>76,590,395</u>
<b>NET ASSETS</b>			
Unrestricted	6,390,733	-	6,390,733
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 88,595,030</u>	<u>\$ (5,613,902)</u>	<u>\$ 82,981,128</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

		10/15/30/40/50/ 80/81/82/810/84 5	105	110
	SNHS, Inc.	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly
<b>REVENUES, GAINS AND OTHER SUPPORT</b>				
Grant/contract revenue	\$ 33,674,200	\$ 137,807	\$ -	\$ -
Program service fees	73,370	1,370,351	-	-
Local funding	91,304	330,177	-	-
Rental income	-	533,269	328,174	969,994
Gifts and contributions	241,778	9,682	-	-
Interest Income	132	377,553	94	409
Unrealized gain on investments	-	24,840	-	-
In-kind	1,759,528	-	-	-
Miscellaneous	364,664	310,721	9,268	28,793
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>36,204,976</b>	<b>3,094,400</b>	<b>337,536</b>	<b>999,196</b>
<b>EXPENSES AND LOSSES</b>				
Program services:				
Child Development	8,823,345	-	-	-
Community Services	1,373,843	-	-	-
Economic and Workforce Dev.	8,383,373	-	-	-
Energy	11,598,625	-	-	-
Hispanic-Latino Com. Services	397,120	-	-	-
Housing and Homeless	99,728	-	-	-
Nutrition and Health	2,383,084	-	-	-
Special Projects	1,210,523	-	-	-
Volunteer Services	128,210	-	-	-
SNHS Management Corporation		1,466,123	-	-
Housing Corporations		-	412,101	968,963
Total program services	34,397,851	1,466,123	412,101	968,963
Support services:				
Management and general	1,533,038	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>35,930,889</b>	<b>1,466,123</b>	<b>412,101</b>	<b>968,963</b>
<b>CHANGE IN NET ASSETS</b>	<b>274,087</b>	<b>1,628,277</b>	<b>(74,565)</b>	<b>30,233</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>2,680,609</b>	<b>13,347,387</b>	<b>(802,988)</b>	<b>121,135</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 2,954,696</b>	<b>\$ 14,975,664</b>	<b>\$ (877,553)</b>	<b>\$ 151,368</b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

	120	130	140	145
	SNHS Elderly Housing	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII
<b>REVENUES, GAINS AND OTHER SUPPORT</b>				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	277,376	515,911	255,890	240,877
Gifts and contributions	-	-	-	-
Interest Income	410	182	126	149
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	2,899	15,536	4,661	7,576
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>280,685</b>	<b>531,629</b>	<b>260,677</b>	<b>248,602</b>
<b>EXPENSES AND LOSSES</b>				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	268,935	632,554	327,024	385,770
Total program services	268,935	632,554	327,024	385,770
Support services:				
Management and general	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>268,935</b>	<b>632,554</b>	<b>327,024</b>	<b>385,770</b>
<b>CHANGE IN NET ASSETS</b>	<b>11,750</b>	<b>(100,925)</b>	<b>(66,347)</b>	<b>(137,168)</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>(400,889)</b>	<b>(1,156,673)</b>	<b>(632,029)</b>	<b>(392,427)</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ (389,139)</b>	<b>\$ (1,257,598)</b>	<b>\$ (698,376)</b>	<b>\$ (529,595)</b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

	146	147	150	155
	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA - Construction	SNHS Farmington Elderly Housing	SNHS Elderly Housing V
<b>REVENUES, GAINS AND OTHER SUPPORT</b>				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	191,002	162,059	295,320	225,544
Gifts and contributions	-	-	-	-
Interest Income	145	106	25	113
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	4,180	2,037	8,667	5,033
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>195,327</b>	<b>164,202</b>	<b>304,012</b>	<b>230,690</b>
<b>EXPENSES AND LOSSES</b>				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	231,963	205,072	438,947	308,378
Total program services	231,963	205,072	438,947	308,378
Support services:				
Management and general	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>231,963</b>	<b>205,072</b>	<b>438,947</b>	<b>308,378</b>
<b>CHANGE IN NET ASSETS</b>	<b>(36,636)</b>	<b>(40,870)</b>	<b>(134,935)</b>	<b>(77,688)</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>6,955</b>	<b>5,803</b>	<b>(873,995)</b>	<b>(490,489)</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ (29,681)</b>	<b>\$ (35,067)</b>	<b>\$ (1,008,930)</b>	<b>\$ (568,177)</b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

	160	170	175	180
	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
<b>REVENUES, GAINS AND OTHER SUPPORT</b>				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	334,669	381,808	318,000	288,264
Gifts and contributions	-	-	-	-
Interest Income	31	140	202	53
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	7,820	9,227	8,135	6,459
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>342,520</b>	<b>391,175</b>	<b>326,337</b>	<b>294,776</b>
<b>EXPENSES AND LOSSES</b>				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	372,485	417,552	372,908	368,140
Total program services	372,485	417,552	372,908	368,140
Support services:				
Management and general	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>372,485</b>	<b>417,552</b>	<b>372,908</b>	<b>368,140</b>
<b>CHANGE IN NET ASSETS</b>	<b>(29,965)</b>	<b>(26,377)</b>	<b>(46,571)</b>	<b>(73,364)</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>(916,239)</b>	<b>(916,348)</b>	<b>(612,732)</b>	<b>(583,470)</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ (946,204)</b>	<b>\$ (942,725)</b>	<b>\$ (659,303)</b>	<b>\$ (656,834)</b>



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
COMBINING SCHEDULE OF ACTIVITIES  
FOR THE YEAR ENDED JULY 31, 2015

	185	190	200	210
	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing
<b>REVENUES, GAINS AND OTHER SUPPORT</b>				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	309,575	216,274	190,207	257,199
Gifts and contributions	-	-	-	-
Interest Income	222	40	28	80
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	9,206	4,051	2,045	6,306
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>319,003</b>	<b>220,365</b>	<b>192,280</b>	<b>263,585</b>
<b>EXPENSES AND LOSSES</b>				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation Housing Corporations	440,201	246,256	218,057	264,443
Total program services	440,201	246,256	218,057	264,443
Support services:				
Management and general	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>440,201</b>	<b>246,256</b>	<b>218,057</b>	<b>264,443</b>
<b>CHANGE IN NET ASSETS</b>	<b>(121,198)</b>	<b>(25,891)</b>	<b>(25,777)</b>	<b>(858)</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>(657,979)</b>	<b>(491,898)</b>	<b>(462,407)</b>	<b>(467,207)</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ (779,177)</b>	<b>\$ (517,789)</b>	<b>\$ (488,184)</b>	<b>\$ (468,065)</b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

	220	230	235	240
	SNHS			
	Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI	SNHS Elderly Housing VIII
<b>REVENUES, GAINS AND OTHER SUPPORT</b>				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	225,846	207,371	153,867	152,816
Gifts and contributions	-	-	-	-
Interest Income	64	86	45	97
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	3,872	5,260	3,115	3,438
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>229,782</b>	<b>212,717</b>	<b>157,027</b>	<b>156,351</b>
<b>EXPENSES AND LOSSES</b>				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	244,375	291,360	230,881	190,629
Total program services	244,375	291,360	230,881	190,629
Support services:				
Management and general	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>244,375</b>	<b>291,360</b>	<b>230,881</b>	<b>190,629</b>
<b>CHANGE IN NET ASSETS</b>	<b>(14,593)</b>	<b>(78,643)</b>	<b>(73,854)</b>	<b>(34,278)</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>(451,303)</b>	<b>(193,168)</b>	<b>(160,404)</b>	<b>111,977</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ (465,896)</b>	<b>\$ (271,811)</b>	<b>\$ (234,258)</b>	<b>\$ 77,699</b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

	245	250	255
	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant/contract revenue	\$ -	\$ -	\$ -
Program service fees	-	-	-
Local funding	-	-	-
Rental income	153,846	153,090	185,178
Gifts and contributions	-	-	-
Interest Income	86	72	112
Unrealized gain on investments	-	-	-
In-kind	-	-	-
Miscellaneous	2,336	1,872	3,663
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>156,268</b>	<b>155,034</b>	<b>188,953</b>
<b>EXPENSES AND LOSSES</b>			
Program services:			
Child Development	-	-	-
Community Services	-	-	-
Economic and Workforce Dev.	-	-	-
Energy	-	-	-
Hispanic-Latino Com. Services	-	-	-
Housing and Homeless	-	-	-
Nutrition and Health	-	-	-
Special Projects	-	-	-
Volunteer Services	-	-	-
SNHS Management Corporation	-	-	-
Housing Corporations	207,164	211,835	233,618
Total program services	207,164	211,835	233,618
Support services:			
Management and general	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>207,164</b>	<b>211,835</b>	<b>233,618</b>
<b>CHANGE IN NET ASSETS</b>	<b>(50,896)</b>	<b>(56,801)</b>	<b>(44,665)</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>128,981</b>	<b>114,862</b>	<b>(35,813)</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 78,085</b>	<b>\$ 58,061</b>	<b>\$ (80,478)</b>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2015

	Sub-Total	Elimination	Totals
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant/contract revenue	\$ 33,812,007	\$ (84,411)	\$ 33,727,596
Program service fees	1,443,721	(527,092)	916,629
Local funding	421,481	-	421,481
Rental income	7,523,426	-	7,523,426
Gifts and contributions	251,460	-	251,460
Interest Income	380,802	-	380,802
Unrealized gain on investments	24,840	-	24,840
In-kind	1,759,528	(1,759,528)	-
Miscellaneous	840,840	14,741	855,581
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>46,458,105</b>	<b>(2,356,290)</b>	<b>44,101,815</b>
<b>EXPENSES AND LOSSES</b>			
Program services:			
Child Development	8,823,345	(1,759,528)	7,063,817
Community Services	1,373,843	-	1,373,843
Economic and Workforce Dev.	8,383,373	-	8,383,373
Energy	11,598,625	-	11,598,625
Hispanic-Latino Com. Services	397,120	-	397,120
Housing and Homeless	99,728	-	99,728
Nutrition and Health	2,383,084	-	2,383,084
Special Projects	1,210,523	(69,670)	1,140,853
Volunteer Services	128,210	-	128,210
SNHS Management Corporation	1,466,123	-	1,466,123
Housing Corporations	8,489,611	(527,092)	7,962,519
Total program services	44,353,585	(2,356,290)	41,997,295
Support services:			
Management and general	1,533,038	-	1,533,038
<b>TOTAL EXPENSES AND LOSSES</b>	<b>45,886,623</b>	<b>(2,356,290)</b>	<b>43,530,333</b>
<b>CHANGE IN NET ASSETS</b>	<b>571,482</b>	<b>-</b>	<b>571,482</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>5,819,251</b>	<b>-</b>	<b>5,819,251</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 6,390,733</b>	<b>\$ -</b>	<b>\$ 6,390,733</b>

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.  
Mark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

## *INDEPENDENT ACCOUNTANT'S COMPILATION REPORT*

To the Board of Directors of  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

We have compiled the accompanying schedules of revenues and expenses – by contract of Southern New Hampshire Services, Inc. as of July 31, 2015. We have not audited or reviewed the accompanying schedules of revenues and expenses – by contract and, accordingly, do not express an opinion or provide any assurance about whether the schedules of revenues and expenses – by contract are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the schedules of revenues and expenses – by contract in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the schedules of revenues and expenses – by contract.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of schedules of revenues and expenses – by contract without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the schedules of revenues and expenses – by contract.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

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State of NH Governor's Office of Energy & Community Services  
Headstart Program  
For the Period  
August 1, 2014 to July 31, 2015  
Fund # 305

**REVENUES**

Program funding	\$ 4,373,965
Other revenue	18,034
In-kind	1,425,690
Allocated corporate unrestricted revenue	3,944
Total revenue	5,821,633

**EXPENSES**

Payroll	2,366,244
Payroll taxes	250,379
Fringe benefits	571,361
Workers comp. insurance	16,485
Retirement benefits	131,719
Consultant and contractual	17,440
Travel and transportation	55,752
Conference and meetings	1,231
Occupancy	296,715
Advertising	1,017
Supplies	195,328
Equip. rentals and maintenance	13,931
Insurance	11,128
Telephone	34,983
Postage	1,782
Printing and publications	4,653
Subscriptions	38
Depreciation	8,293
Assistance to clients	12,124
Other direct expense	57,939
Miscellaneous	12,648
In-kind	1,425,690
Administrative costs	334,753
Total expenses	5,821,633

Excess of expenses over revenue	\$ -
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
 FOR THE YEAR ENDED JULY 31, 2015

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State of NH Governor's Office of Energy & Community Services  
 LIHEAP Program  
 For the Period  
 October 1, 2014 to July 31, 2015  
 Fund # 630-15

**REVENUES**

Program funding	\$ 8,927,809
Other revenue	40
Allocated corporate unrestricted revenue	4,570
Total revenue	8,932,419

**EXPENSES**

Payroll	394,327
Payroll taxes	42,881
Fringe benefits	93,513
Workers comp. insurance	1,162
Retirement benefits	23,030
Consultant and contractual	25,461
Travel and transportation	3,606
Conference and meetings	2,914
Occupancy	44,628
Advertising	300
Supplies	18,920
Equip. rentals and maintenance	3,928
Insurance	809
Telephone	13,862
Postage	20,378
Subscriptions	29
Depreciation	5,115
Assistance to clients	8,183,291
Other direct expense	282
Miscellaneous	362
Administrative costs	53,621
Total expenses	8,932,419

Excess of expenses over revenue	\$ -
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

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State of NH Governor's Office of Energy & Community Services  
LIHEAP Program  
For the Period  
August 1, 2014 to September 30, 2014  
Fund # 630-14

**REVENUES**

Program funding	\$ 187,006
Allocated corporate unrestricted revenue	539
Total revenue	<u>187,545</u>

**EXPENSES**

Payroll	108,011
Payroll taxes	9,818
Fringe benefits	22,837
Workers comp. insurance	284
Retirement benefits	5,746
Consultant and contractual	1,566
Travel and transportation	2,797
Occupancy	5,746
Advertising	35
Supplies	9,186
Insurance	555
Telephone	2,687
Postage	1,467
Other direct expense	2,393
Miscellaneous	171
Administrative costs	14,246
Total expenses	<u>187,545</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent accountant's compilation report.



SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

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State of NH Governor's Office of Energy & Community Services  
Early Headstart Program  
For the Period  
August 1, 2014 to July 31, 2015  
Fund # 300

**REVENUES**

Program funding	\$ 1,300,550
Other revenue	5,352
In-kind	321,844
Allocated corporate unrestricted revenue	3,036
Total revenue	<u>1,630,782</u>

**EXPENSES**

Payroll	667,890
Payroll taxes	66,970
Fringe benefits	134,126
Workers comp. insurance	4,668
Retirement benefits	40,686
Consultant and contractual	2,660
Travel and transportation	8,466
Occupancy	130,652
Advertising	367
Supplies	48,343
Equip. rentals and maintenance	630
Insurance	2,574
Telephone	20,847
Postage	99
Printing and publications	1,376
Interest	13,734
Depreciation	25,036
Other direct expense	35,139
Miscellaneous	6,437
In-kind	321,844
Administrative costs	98,238
Total expenses	<u>1,630,782</u>

Excess of expenses over revenue \$ -

See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2015

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Electric Energy Assistance

For the Period  
August 1, 2014 to July 31, 2015  
Fund # 665

**REVENUES**

Other revenue	\$ 776,676
Total revenue	<u>776,676</u>

**EXPENSES**

Payroll	439,882
Payroll taxes	45,993
Fringe benefits	74,539
Workers comp. insurance	1,200
Retirement benefits	25,462
Consultant and contractual	22,418
Travel and transportation	3,336
Occupancy	50,342
Supplies	21,490
Equip. rentals and maintenance	3,928
Insurance	675
Telephone	15,926
Postage	12,942
Subscriptions	29
Other direct expense	282
Miscellaneous	312
Administrative costs	57,920
Total expenses	<u>776,676</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent accountant's compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

**BOARD OF DIRECTORS ~ as of December 7, 2016**

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro German J. Ortiz</p>	<p><u>Representing Manchester</u></p>	<p><u>Representing Manchester</u> James Brown 9/15-9/18</p> <p>Orville Kerr, Secretary Term 9/15-9/18</p>	<p>Danielle Conroy Term Expires 2018</p>
<p><u>Representing Nashua</u> Kevin Moriarty</p>	<p><u>Representing Nashua</u> Dolores Bellavance, Vice-Chairman Term: 9/15-9/18</p> <p>Wayne R. Johnson Term: 9/15-9/18</p>	<p><u>Representing Nashua</u> Bonnie Henault Term: 9/14-9/17</p> <p>Shirley Pelletier Term: 9/14-9/17</p>	
<p><u>Representing Towns</u> Thomas Mullins</p>	<p><u>Representing Towns</u> Richard Delay, Sr., Chairman Term: 9/15-9/18</p>	<p><u>Representing Towns</u> Deirdre O'Malley Term: 9/16-9/19</p>	
<p><u>Representing Rockingham County</u> Jill Jamro, Treasurer</p>	<p><u>Representing Rockingham County</u> Carrie Marshall Gross Term: 12/14-9/17</p>	<p><u>Representing Rockingham County</u></p>	

# DONNALEE LOZEAU

## **Community/Civic Involvement- Current**

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

## **Community/Civic Involvement- Past**

- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown
- Servicelink Board of Directors
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair

## **EXPERIENCE**

**Southern New Hampshire Services, Inc.** **Manchester, NH**  
**(January 2016-Present)**

### **Executive Director/CEO**

- Agency development and oversight

**City of Nashua, New Hampshire** **Nashua, NH**  
**(2008-2016) - Elected**

### **Mayor**

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

**Southern New Hampshire Services, Inc.** **Manchester, NH**  
**(1993 - 2008)**

### **Director of Program and Community Development**

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured Property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for our Economic Opportunity Center

**City Streets Restaurant, (1986-1991)** **Nashua, NH**  
**City Streets Diner, (2000 - 2003)** **Nashua, NH**

### **Co-Owner/Operator**

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

### **Past Community/Civic Involvement Continued**

- American Legion Granite Girls State (student advisor)
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

### **ELECTED OFFICE**

**NH State Representative, Hillsborough County, District 30**  
(1984 – 2000)

**Deputy Speaker of the NH House of Representatives**  
(1995 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- Responsible for functions of the House on behalf of or in the absence of the Speaker

#### **Committee Assignments:**

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member State and Federal Relations Committee

#### **Appointments:**

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council, member
  - Chairman Subcommittee on Offenders,
  - Space and Prison Programming
  - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

### **EDUCATION & TRAINING**

- CCAP, Certified Community Action Professional
- Rivier College, Nashua, NH- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Computer Skills, Microsoft Office Applications
- Justice of the Peace

# DEBORAH A GOSSELIN

## EXPERIENCE

**Southern New Hampshire Services, Inc.,  
(1979 – Present)  
Manchester, NH**

### **Chief Operating Officer (1997 – Present)**

- Coordinate the operations of more than two dozen current programs and implement new programs, all providing services for economically disadvantaged population
- The diverse component programs which require an integrating factor for effective management, targeting of resources and fiscal responsibility to the agency, to each other and to the general community
- Work with developmental staff to start-up, integrate with other component program through initial orientation of new Program Directors
- Facilitate meetings
- Develop partnerships with community agencies who can lend support
- Serve as resource person for development and implementation of management skills, techniques and trainings.

### **Head Start/Child Development Director (1994 – 1997)**

- Administered federally funded Head Start Program
- Duties included Grant writing, program planning implementation, evaluation responsible for development and coordination of the major components of the Head Start program; education, health, mental health, social services, parent involvement, nutrition, disabilities and transportation.

### **Family Services Director (1982 – 1994)**

- Administered several federally funded energy programs
- Duties included program planning, implementation, evaluation
- Designed programs with private sector which included: Neighbor Helping Neighbor, Residential Low Income Conservation and Residential Space Heating Programs
- Developed strong relationships with community organizations and funding sources
- Served as the state chairperson of New Hampshire's Fuel Assistance Directors Association
- Acted as liaison between Community Action Agencies and the Governor's Office of Energy and Planning
- Also provided supervision and training to program coordinator, oversaw the budget, approved final selection of staff for Accompanied Transportation and Parent Aide Programs.

### **Field Coordinator (1980 – 1983)**

- Assisted the Director of the Fuel Assistance Program
- Trained, supervised and evaluated staff
- Implemented program outreach activities
- Wrote public service announcements and press releases.

### **Community Liaison (1979 – 1983)**

- Established social service network through Hillsborough County
- Informed the general public about agency services and program criteria
- Started Citizen's Advisory Council.

### **Head Start Lead Teacher/Family Coordinator (1977 – 1979)**

**Nashua and Manchester, NH**

- Responsible for classroom management of pre-school children and daily planning geared towards individual needs
- Conducted parenting skills workshops and home visits
- Developed a Parent Advisory Council and coordinator of the Curriculum Committee.

## **EDUCATION & TRAINING**

- Bachelor of Science, Early Childhood Education – Cum Laude  
University of New Hampshire, Durham, NH
- Southern New Hampshire University Graduate School of Business  
Non-Profit Management for Community Development Organizations
- Head Start Program In-Service Training  
Rivier College, Nashua, NH  
Perspectives of Parenting and Multi-culturalism
- NH Office of Alcohol and Drug Prevention  
Life Balance and Stress Solutions  
National Business Women's Leadership Association  
National Seminars Group, Rockhurst College
- UNH Continuing Education, Nashua, NH  
Whole Language in the Early Years (K-3)
- Notre Dame College, Manchester, NH  
Diagnostic and Remedial Reading
- NH Office of Alcohol and Drug Prevention  
Parenting Conference

## **COMMUNITY INVOLVEMENT / RECOGNITIONS**

- CCAP, Certified Community Action Professional
- Governor's Task Force to Study Temporary Assistance to Needy (TANF) HB1461  
Served as Sub-committee – Transportation, Chairperson
- NH Works Operator Consortium Committee, Member
- New Hampshire Employment Program, Oversight Team Member
- Seniors Count Coordinating Committee, Member
- Greater Manchester Association of Social Agencies (GMASA), Executive Committee Member
- James B. Sullivan Services Leadership Award

## **COMMUNITY INVOLVEMENT PAST**

- Seniors Count Home Maintenance Committee
- Manchester Community Resource Center, Board of Directors
- Kiwanis International

## MICHAEL O'SHEA

### EXPERIENCE

- 1976 - Present      **Southern New Hampshire Services, Inc.**  
**Community Action Agency for Hillsborough County, N H**  
**Fiscal Officer / Deputy Director**  
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976      **Accountant**  
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.  
  
Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974      **Social Worker**  
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973      **Jordan Marsh, Portland, Maine**  
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

### EDUCATION

- 1972 - 1974      New Hampshire College, Manchester, NH  
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972      Andover Institute of Business, Portland, Maine  
A. S. Accounting. Major courses in Accounting and Math.



**CONTRACTOR NAME:**  
**Southern New Hampshire Services**  
**As of April 5, 2017**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donnalee Lozeau	Executive Director	\$154,518	0%	-0-
Deborah Gosselin	Chief Operating Officer	\$113,404	0%	-0-
Michael O'Shea	Dep. Dir./Fiscal Officer	\$140,595	0%	-0-

Subject: Homeless Housing and Access Revolving Loan Fund (HHARLF) (RFA-2018-BHHS-02-HOMEL-04)

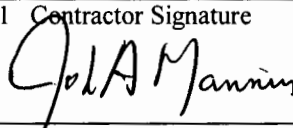
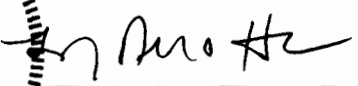
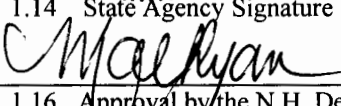
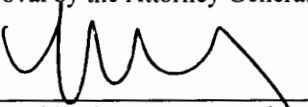
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way PO Box 603 Keene, NH 03431-0603	
1.5 Contractor Phone Number 603-352-7512 x4211	1.6 Account Number 05-95-42-423010-7925-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$14,284.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Cheshire</b>  On <b>April 3, 2017</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <b>LESLIE PERROTTA, Notary</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>Maureen Ryan, Director</b> Date: <b>5/3/17</b>	
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: <b>Megan A. Velez Attorney 5/15/17</b>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

gm  
4/3/17

**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.

Contractor Initials gm  
Date 4/3/17

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**

**1. Provisions Applicable to All Services**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the Homeless Housing and Access Revolving Loan Fund (HHARLF). In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. 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.
- 1.5. 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.
- 1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

**2. Scope of Work**

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in



**Exhibit A**

accordance with New Hampshire Emergency Shelter Homeless Housing and Access Revolving Loan Fund (HHARLF) RSA 126-A:63, it will utilize Homeless Housing and Access Revolving Loan Fund (HHARLF) funds for contract services indicated below and specified in Exhibit B of this agreement.

- 2.2. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
- 2.3. The Contractor shall disburse funds or equivalent vouchers to landlords.
- 2.4. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.
- 2.5. The Contractor shall establish loan repayment terms as established by the Department in consultation with the Governor's Interagency Council on Homelessness, and include the requirement that repayment begins no later than one hundred and twenty (120) days after the loan is disbursed.
- 2.6. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.
- 2.7. The Contractor shall be responsible for all municipalities in Cheshire and Sullivan Counties, which shall be known as their Service Area.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports documenting all activities related to HHARLF services, including tracking the default rate, and monitoring dispersed and recovered HHARLF funds.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.



Exhibit A

- 4.2. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with Contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.





Exhibit B

**Method and Conditions Precedent to Payment**

**1. General Provisions**

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This Contract is funded 100% by the New Hampshire General Fund as follows:
  - 1.2.1. SFY18 not to exceed \$7,142
  - 1.2.2. SFY19 not to exceed \$7,142
  - 1.2.3. July 1, 2017 – June 30, 2019: Not to exceed \$14,284
- 1.3. Subject to the availability of State general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program, in an amount not to exceed, and for the time period specified above.

**2. Reports**

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one (1) 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 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.



Exhibit B

- 3.2. **Payment of Project Costs:** Subject to the availability of State, general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report, or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The Homeless Housing and Access Revolving Loan Fund Program.
4. **Use of Grant Funds**
- 4.1. The State agrees to provide payment for actual costs, up to but not to exceed the amount for the Homeless Housing and Access Revolving Loan Fund Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to 2 CFR part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.
5. **Contractor Financial Management System**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.



**Exhibit B**

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- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.2 of this Agreement.



### SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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





Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



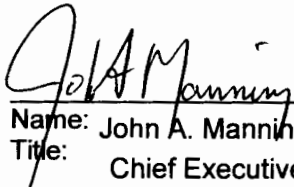
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: Southwestern Community Services, Inc.

04/03/17  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

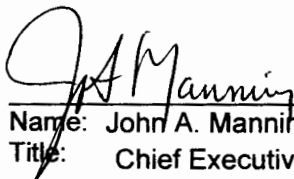
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: Southwestern Community Services, Inc.

04/03/17  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

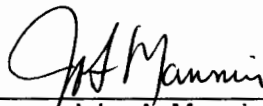
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Southwestern Community Services, Inc.

04/03/17  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer



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

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

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

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

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

Exhibit G

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

Contractor Initials

*Jm*



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

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

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

Contractor Name: Southwestern Community Services, Inc.

04/03/17  
Date

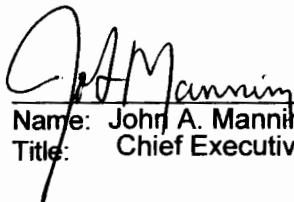
  
Name: John A. Manning  
Title: Chief Executive Officer

Exhibit G

Contractor Initials gm

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

Date 4/3/17





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Southwestern Community Services, Inc.

04/03/17  
Date

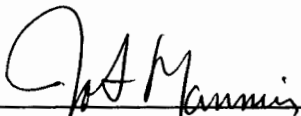
  
Name: John A. Manning  
Title: Chief Executive Officer



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Maureen Ryan  
Signature of Authorized Representative

Maureen Ryan  
Name of Authorized Representative

Director  
Title of Authorized Representative

5/4/17  
Date

Southwestern Community Services, Inc.  
Name of the Contractor

John A. Manning  
Signature of Authorized Representative

John A. Manning  
Name of Authorized Representative

Chief Executive Officer  
Title of Authorized Representative

April 3, 2017  
Date



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

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

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

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

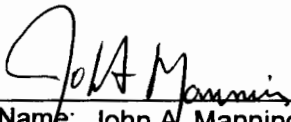
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Southwestern Community Services, Inc.

04/03/17  
Date

  
Name: John A. Manning  
Title: Chief Executive Officer





**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: 081251381
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
- 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

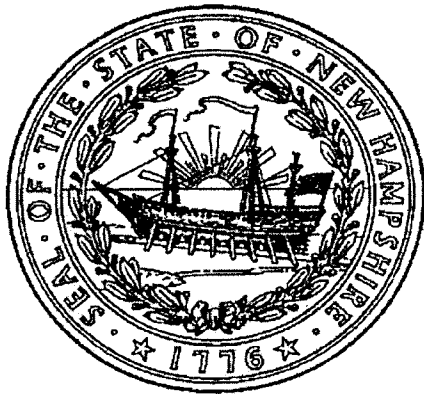
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Elaine M. Amer, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary of Southwestern Community Services, Inc. Board of Directors.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 02/18/16:  
(Date)

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

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he 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 3rd day of April, 20 17.  
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer of the Agency.  
(Name of Contract Signatory) (Title of Contract Signatory)

Elaine M. Amer  
(Signature of the Elected Officer)

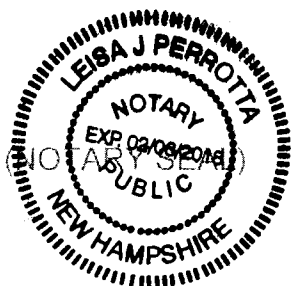
STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 3rd day of April, 20 17,

By Elaine M. Amer  
(Name of Elected Officer of the Agency)

Leisa Perrotta  
Leisa Perrotta, Notary



Commission Expires: 2-6-18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2017

**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> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com														
<b>INSURED</b> Southwestern Comm Services Inc PO Box 603 Keene NH 03431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td style="text-align: center;">0</td> </tr> <tr> <td>INSURER B : Maine Employer Mutual Insurance Co.</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 Company	0	INSURER B : Maine Employer Mutual Insurance Co.		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER: 2010534527      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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1513235	6/30/2016	6/30/2017	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1513235	6/30/2016	6/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB545630	6/30/2016	6/30/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<input checked="" type="checkbox"/> <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	Y/N <input checked="" type="checkbox"/> N	N/A	3102800768	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability			PHPK1513235	6/30/2016	6/30/2017	\$1,000,000 per occurrence \$2,000,000 aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers Compensation Statutory coverage provided for the State of NH  
 All Executive Officers are included in the Workers Compensation coverage

<b>CERTIFICATE HOLDER</b>  NH -DHHS 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 
--	--

Name	Address1	Address2	City	StateProv	ZipPostal	DescOfOPs
City of Keene	3 Washington Street		Keene	NH	03431	Re: Use of Heberton Hall for New Hope New Horizons on April 22, 2016. City of Keene, NH is named Additional Insured per written contract.
CSBG Coordinator	NH Dept of HHS, Div. of Family Assistance	129 Pleasant St., Brown Building	Concord	NH	03301	
Department of Health & Human Services Keene Housing	Office of Human Services 831 Court Street	129 Pleasant Street	Concord Keene	NH NH	03301 03431	Re: Hundred Nights Temporarily Shelter Keene Housing is named Additional Insured per the terms and conditions of form CG2026
LEAF Capital Funding, LLC &/or Its Assigns	1720A Crete Street		Moberly	MO	65270	Re: Toshiba es4555c Copier system valued at \$8,385.60 LEAF Capital Funding, LLC and/or Its Assigns is named Loss Payee and Additional Insured.
Monadnock Affordable Housing	C/O Keene Housing	831 Court Street	Keene	NH	03431	Re: 32 Water Street, Keene, NH Monadnock Affordable Housing is named Additional Insured per the terms and conditions of form CG2026
New Hampshire Electric Cooperative Inc.	579 Tenney Mountain Highway		Plymouth	NH	03264-3154	New Hampshire Electric Co-op is named additional insured on the General Liability policy per the terms and conditions of form CG2026.
New Hampshire Healthy Families	2 Executive Park Dr.		Bedford	NH	03110	

NH Community Development Finance Authority	14 Dixon Street	Concord	NH	03301	
NH Office of Energy and Planning	107 Pleasant Street	Concord	NH	03301	
State of New Hampshire	Office of Energy & Planning	Concord	NH	03301-8501	
State of New Hampshire	129 Pleasant Street	Concord	NH	03301	
Dept of Health & Human Service Bureau of Nutritional Services	Contracts & Procurement Unit	Concord	NH	03301	
State of New Hampshire	Bureau of Elderly & Adult Services	Concord	NH	03301	
Dept of Health & Human Services	129 Pleasant Street	Keene	NH	03431	Re: 17 Lamson Street, Keene, NH
State of NH, DHHS	49 Blackberry Lane				Timoleon & Kiriaky Chakalos are named Additional Insured per written contract.
United States Department of Agriculture	Rural Development	Concord	NH	03301	10 Ferry St., Ste. 218



# **Mission Statement**

## **Southwestern Community Services**

**SCS strives to empower low income people and families. With dignity and respect, SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward self-sufficiency.**

**In partnership and close collaboration with local communities, SCS will provide leadership and support to develop resources, programs and services to further aid this population.**

# **Vision Statement**

## **Southwestern Community Services**

**SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein **poverty is never accepted** as a chronic or permanent condition of any person's life.**

*Financial Statements*

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**SOUTHWESTERN COMMUNITY SERVICES, INC.  
AND RELATED COMPANIES**

**FOR THE YEARS ENDED  
MAY 31, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED MAY 31, 2016**

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To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2016 and 2015, and the related consolidated statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended May 31, 2016.

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

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

### **Auditors' Responsibility**

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

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

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

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES****CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
MAY 31, 2016 AND 2015****ASSETS**

	<u>2016</u>	<u>2015</u> (restated)
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 1,188,826	\$ 197,247
Accounts receivable	1,102,367	911,829
Prepaid expenses	23,413	45,899
Notes receivable	112,000	112,000
Interest receivable	<u>36,587</u>	<u>32,107</u>
Total current assets	<u>2,463,193</u>	<u>1,299,082</u>
<b>PROPERTY</b>		
Land and buildings	14,237,257	19,155,380
Vehicles and equipment	813,172	802,622
Furniture and fixtures	<u>40,986</u>	<u>144,840</u>
Total property	15,091,415	20,102,842
Less accumulated depreciation	<u>5,446,011</u>	<u>8,819,308</u>
Property, net	<u>9,645,404</u>	<u>11,283,534</u>
<b>OTHER ASSETS</b>		
Inventory	-	209,342
Investment in related parties	20,700	20,700
Due from related parties	281,825	352,217
Cash escrow and reserve funds	341,367	278,772
Security deposits	35,961	62,930
Other assets	<u>384</u>	<u>15,968</u>
Total other assets	<u>680,237</u>	<u>939,929</u>
Total assets	<u>\$ 12,788,834</u>	<u>\$ 13,522,545</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 155,247	\$ 720,997
Accrued expenses	146,363	117,347
Accrued payroll and payroll taxes	218,182	309,572
Other current liabilities	181,696	132,696
Refundable advances	201,064	239,234
Bank line of credit	-	249,953
Current portion of long term debt	<u>381,611</u>	<u>331,865</u>
Total current liabilities	1,284,163	2,101,664
<b>NONCURRENT LIABILITIES</b>		
Long term debt, less current portion shown above	<u>7,991,096</u>	<u>9,069,941</u>
Total liabilities	<u>9,275,259</u>	<u>11,171,605</u>
<b>NET ASSETS</b>		
Unrestricted	3,302,355	2,341,095
Temporarily restricted	<u>211,220</u>	<u>9,845</u>
Total net assets	<u>3,513,575</u>	<u>2,350,940</u>
Total liabilities and net assets	<u>\$ 12,788,834</u>	<u>\$ 13,522,545</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED MAY 31, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u> (restated)
<b>REVENUES AND OTHER SUPPORT</b>				
Government contracts	\$ 9,060,110	\$ -	\$ 9,060,110	9,154,522
Program service fees	2,030,772	-	2,030,772	1,991,293
Rental income	1,007,200	-	1,007,200	533,766
Developer income	254,004	-	254,004	347,615
Support	306,582	211,220	517,802	381,297
Fundraising	67,765	-	67,765	92,884
Interest income	4,710	-	4,710	4,549
Forgiveness of debt	61,209	-	61,209	585,457
Miscellaneous	264,795	-	264,795	122,439
In-kind contributions	215,867	-	215,867	161,575
Total revenues and other support	<u>13,273,014</u>	<u>211,220</u>	<u>13,484,234</u>	<u>13,375,397</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
	<u>9,845</u>	<u>(9,845)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>13,282,859</u>	<u>201,375</u>	<u>13,484,234</u>	<u>13,375,397</u>
<b>EXPENSES</b>				
<b>Program services</b>				
Home energy programs	3,624,241	-	3,624,241	4,014,931
Education and nutrition	2,271,455	-	2,271,455	2,213,462
Homeless programs	2,122,818	-	2,122,818	2,211,640
Housing services	2,521,333	-	2,521,333	1,895,451
Economic development services	317,822	-	317,822	437,548
Other programs	745,736	-	745,736	818,906
Total program services	<u>11,603,405</u>	<u>-</u>	<u>11,603,405</u>	<u>11,591,938</u>
<b>Supporting activities</b>				
Management and general	<u>1,887,761</u>	<u>-</u>	<u>1,887,761</u>	<u>1,826,284</u>
Total expenses	<u>13,491,166</u>	<u>-</u>	<u>13,491,166</u>	<u>13,418,222</u>
<b>CHANGES IN NET ASSETS BEFORE GAIN (LOSS) ON SALE OF PROPERTY</b>	<u>(208,307)</u>	<u>201,375</u>	<u>(6,932)</u>	<u>(42,825)</u>
<b>GAIN (LOSS) ON SALE OF PROPERTY</b>	<u>759,643</u>	<u>-</u>	<u>759,643</u>	<u>(11,116)</u>
<b>CHANGE IN NET ASSETS</b>	<u>551,336</u>	<u>201,375</u>	<u>752,711</u>	<u>(53,941)</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	2,341,095	9,845	2,350,940	4,194,192
<b>PRIOR PERIOD ADJUSTMENT</b>	-	-	-	195,077
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<u>409,924</u>	<u>-</u>	<u>409,924</u>	<u>(1,984,388)</u>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,751,019</u>	<u>9,845</u>	<u>2,760,864</u>	<u>2,404,881</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 3,302,355</u>	<u>\$ 211,220</u>	<u>\$ 3,513,575</u>	<u>\$ 2,350,940</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED MAY 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u> (restated)
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 752,711	\$ (53,941)
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	597,297	505,694
(Gain) loss on sales of property	(884,882)	-
Loss on sale of property developments sold	125,239	11,116
Forgiveness of debt	(61,209)	(585,457)
(Increase) decrease in assets:		
Accounts receivable	(190,538)	71,516
Prepaid expenses	31,980	(53,739)
Interest receivable	(4,480)	(4,480)
Due from related parties	(164,685)	944,184
Security deposits	59,036	(5,398)
Other assets	15,584	
Increase (decrease) in liabilities:		
Accounts payable	(603,671)	(334,243)
Accrued expenses	(820)	(639,853)
Accrued payroll and payroll taxes	(91,390)	196,026
Other current liabilities	49,000	2,563
Refundable advances	(38,170)	107,120
<b>NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES</b>	<u>(408,998)</u>	<u>161,108</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Decrease in escrow funds	237,589	29,115
Proceeds from property developments sold	266,500	261,478
Improvements to property developments	(182,397)	(158,756)
Proceeds from sales of property	4,019,878	-
Purchase of property	(115,173)	(75,198)
<b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>	<u>4,226,397</u>	<u>56,639</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net repayments on bank line of credit	(249,953)	(89,000)
Proceeds from long term debt	34,182	67,917
Repayment of long term debt	(2,636,139)	(102,869)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(2,851,910)</u>	<u>(123,952)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	965,489	93,795
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	197,247	96,654
<b>CASH TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	26,090	6,798
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 1,188,826</u>	<u>\$ 197,247</u>

See Notes to Consolidated Financial Statements



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED MAY 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u> (restated)
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 253,726</u>	<u>\$ 186,420</u>
<b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Transfer of assets from newly consolidated LPs:		
Accounts receivable	\$ -	\$ 7,149
Due from related parties	40,000	-
Prepaid expenses	9,494	8,324
Land and buildings	3,097,594	6,623,002
Furniture and fixtures	28,666	111,730
Accumulated depreciation	(1,147,270)	(3,857,476)
Other assets	-	15,377
Cash escrow and reserve funds	300,184	125,050
Security deposits	<u>32,067</u>	<u>45,904</u>
Total transfer of assets from newly consolidated LPs	<u>\$ 2,360,735</u>	<u>\$ 3,079,060</u>
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	\$ 37,921	\$ 504,354
Due to related parties	-	226,789
Accrued expenses	29,836	645,873
Long term debt	<u>1,909,144</u>	<u>3,693,230</u>
Total transfer of liabilities from newly consolidated LPs	<u>\$ 1,976,901</u>	<u>\$ 5,070,246</u>
Transfer of net assets from newly consolidated LPs	<u>\$ 409,924</u>	<u>\$ (1,984,388)</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED MAY 31, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2016 Total	2015 Total (restated)
Payroll	\$ 367,452	\$ 1,020,131	\$ 560,784	\$ 780,508	\$ 205,470	\$ 382,202	\$ 3,316,547	\$ 754,218	\$ 4,070,765	\$ 3,884,753
Payroll taxes	37,424	114,436	55,898	75,987	19,773	43,778	347,296	68,039	413,335	419,912
Employee benefits	125,137	298,025	156,712	217,328	54,272	119,434	970,908	149,659	1,120,587	1,241,803
Retirement	24,223	70,374	36,061	59,160	13,817	17,028	220,683	63,302	283,985	264,701
Advertising	150	26,290	1,698	2,908	1,990	-	33,036	396	33,432	24,335
Bank charges	240	-	104	5,370	-	-	5,714	8,123	13,837	10,143
Bad debt expense	-	-	-	27,650	-	-	27,660	-	27,660	878
Commercial subsidy	1,800	-	11,074	-	-	1,868	14,742	-	14,742	13,373
Computer cost	58	3,133	3,189	-	1,310	7,690	12,074	-	13,674	159,186
Contractual	219,826	22,618	144,801	35,717	2,386	80,035	505,183	16,144	521,327	785,393
Depreciation	-	21,870	91,203	321,803	-	11,557	446,433	150,864	597,297	505,694
Dues/registration	-	6,815	625	235	-	7,914	15,589	3,030	18,619	28,125
Duplicating	-	9,460	207	135	-	726	12,116	5,407	17,523	14,354
Insurance	1,588	15,578	22,855	98,104	1,198	6,211	149,984	39,640	189,624	141,667
Interest	6,036	8,774	10,663	103,971	-	2,190	125,598	128,128	253,726	186,420
Meeting and conference	7,374	896	11,846	8,762	-	26,274	55,152	36,430	91,582	58,293
Miscellaneous expense	9,386	8,715	2,975	136,707	355	5,702	163,850	31,465	195,315	77,676
Miscellaneous taxes	-	-	-	89,068	-	-	89,068	10,175	99,243	49,920
Equipment purchases	232	1,832	569	4,744	-	-	7,377	5,770	13,147	17,962
Office expense	11,381	18,063	12,256	7,957	3,686	430	53,773	16,483	70,256	62,621
Postage	45	377	100	588	294	-	1,404	23,999	25,403	23,144
Professional fees	-	-	-	48,030	-	-	48,030	92,569	140,599	66,297
Staff development and training	3,300	5,335	17,882	6,227	-	12,592	45,336	20,609	65,945	93,425
Subscriptions	-	-	-	458	234	1,050	1,742	551	2,293	979
Telephone	1,621	15,497	23,826	9,660	4,347	1,133	56,084	5,076	61,160	85,550
Fax	-	-	-	-	-	-	-	-	-	46
Travel	5,776	18,032	20,648	7,572	5,171	764	57,965	3,429	61,394	52,997
Vehicle	1,668	3,362	2,713	28,122	-	5,607	41,472	36,064	77,536	78,974
Rent	-	26,550	-	-	-	-	26,550	-	26,550	25,550
Space costs	-	148,298	258,489	391,556	-	510	798,553	91,117	889,970	687,407
Direct client assistance	2,799,710	191,127	675,640	52,996	3,519	18,731	3,741,723	3,741,723	4,187,069	4,187,069
In-kind expenses	-	215,867	-	-	-	-	215,867	-	215,867	161,575
<b>TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION</b>	<b>3,624,241</b>	<b>2,271,455</b>	<b>2,122,818</b>	<b>2,521,333</b>	<b>317,822</b>	<b>745,736</b>	<b>11,603,405</b>	<b>1,887,761</b>	<b>13,491,166</b>	<b>13,418,222</b>
Allocation of management and general expenses	589,629	369,544	345,362	410,196	51,707	121,323	1,887,761	(1,887,761)	-	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 4,213,870</b>	<b>\$ 2,640,999</b>	<b>\$ 2,468,180</b>	<b>\$ 2,931,529</b>	<b>\$ 369,529</b>	<b>\$ 867,059</b>	<b>\$ 13,491,166</b>	<b>\$ -</b>	<b>\$ 13,491,166</b>	<b>\$ 13,418,222</b>

See Notes to Consolidated Financial Statements

## **SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2016 AND 2015**

#### **NOTE 1      ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **General**

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corp., SCS Housing, Inc., Drewsville Carriage House Associates, LP (Drewsville), North Walpole Village Housing Associates, LP (North Walpole), Troy Common Associates, LP (Troy), Peterborough/Finlay, LLC (Peterborough), Hinsdale Main Street Associates LP (Hinsdale), Jaffrey Housing Associates LP (Jaffrey), Troy Senior Housing Associates, LP (Troy Senior), and Keene Eastside Senior Housing Associates, LP (Keene Eastside). The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

##### **Basis of Accounting**

The consolidated financial statements of Southwestern Community Services, Inc. and related companies have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles. The consolidated financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., and SCS Housing, Inc. The three corporations are combined because Southwestern Community Services, Inc. controls more than 50% of the voting power. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

For the years ended May 31, 2016 and 2015, Drewsville, North Walpole, Troy, Peterborough, Hinsdale, Jaffrey, Troy Senior, and Keene Eastside have been consolidated with the Organization because the Organization owns 100% of the voting power. Troy Senior and Keene Eastside were acquired by the Organization during the year ended May 31, 2016, and Peterborough, Hinsdale, and Jaffrey were acquired during the year ended May 31, 2015. During the year ended May 31, 2016, the Organization sold North Walpole, Troy, Peterborough, and Hinsdale. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

### **Basis of Presentation**

Financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958-210, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor-imposed restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor - imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of May 31, 2016 and 2015, the Organization had unrestricted and temporarily restricted net assets.

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 generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2015 from which the summarized information was derived.

### **Refundable Advances**

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

### **In-Kind Support**

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

### **Estimates**

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the

reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2016 and 2015. The Organization has no policy for charging interest on overdue accounts.

### **Notes Receivable**

The Organization has two notes receivable from an unrelated third party. The notes receivable are stated at the amount that is expected to be collected at year end. Interest is accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable is \$112,000 and \$36,587, respectively at May 31, 2016 and \$112,000 and \$32,107, respectively at May 31, 2015.

### **Inventory**

Inventory is recorded at cost or at fair value if contributed. Inventory consists of property developments, which when complete, will be held for sale. There are no property developments in process at May 31, 2016.

### **Current Vulnerability Due to Certain Concentrations**

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2016 and 2015, approximately 66% and 68%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the organization is dependent upon continued support from the government.

### **Concentration of Credit Risk**

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. At May 31, 2016, cash balances in excess of federally insured limits aggregated approximately \$960,000. At May 31, 2015, no balance exceeded the federally insured limits.

### **Property and Depreciation**

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Revenue Recognition**

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as restricted if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

### **Income Taxes**

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not a private foundation. As such, they are exempt from income tax on its exempt function income.

SCS Housing, Inc. is taxed as a corporation and has federal net operating loss carryforwards totaling \$808,894 and \$800,793 at May 31, 2016 and 2015, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Tax benefit from loss carryforwards	\$121,334	\$120,119
Valuation allowance	<u>(121,334)</u>	<u>(120,119)</u>
Deferred tax asset	<u>\$ -</u>	<u>\$ -</u>

Drewsville, North Walpole, Troy, Peterborough, Hinsdale, Jaffrey, Troy, Senior and Keene Eastside are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2013 – 2016), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

### **Fair Value of Financial Instruments**

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

**Level 1** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

**Level 3** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, inventory, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

**Functional Allocation of Expenses**

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

**NOTE 2**      **BANK LINE OF CREDIT**

The Organization has a \$250,000 revolving line of credit agreement with a bank. The line calls for monthly interest payments based on an interest rate of 4% per annum. The line is secured by all the Organization's assets. The outstanding balance at May 31, 2015 totaled \$249,953. The balance has been repaid in full as of May 31, 2016.

**NOTE 3**      **LONG TERM DEBT**

The long term debt at May 31, 2016 and 2015 consisted of the following:

	<b><u>2016</u></b>	<b><u>2015</u></b>
1% mortgage payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization.	\$ 172,929	\$ 181,843
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization.	32,147	32,147
3.5% note payable to a bank in monthly installments for principal and interest of \$959 through March 2021. The note is secured by real estate of the Organization.	51,906	61,388
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization.	250,000	250,000
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization.	406,558	408,300



4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment due January 2017. The note is secured by real estate of the Organization.	192,893	206,615
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization.	2,312,802	2,343,485
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract and the note is secured by real estate of the Organization.	460,000	460,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2016 and is classified as current. The note is secured by real estate of the Organization.	63,000	63,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2016 and is classified as current. The note is secured by real estate of the Organization.	45,000	45,000
Note payable to a bank in monthly installments for principal and interest of \$2,769 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.07% at May 31, 2016 and 2015. The note is secured by real estate of the Organization.	439,386	449,567
5.95% note payable to a bank in monthly installments for principal and interest of \$934 through May 2021. The note is secured by real estate of the Organization.	110,853	115,214

North Walpole - 6% note payable to a bank in monthly installments for principal and interest of \$1,351 through April 2016 at which time a balloon payment of \$123,000 was due. North Walpole was sold during the year ended May 31, 2016. The note was secured by real estate of the Organization.	-	128,971
Troy - 7% note payable to a bank in monthly installments for principal and interest of \$807 through December 2025. Troy was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by real estate of the Organization.	-	76,750
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization.	200,000	225,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization.	120,000	135,000
Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2023 at which time the remaining balance is due. The note is secured by real estate of the Organization.	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization.	402,966	424,175

3.99% note payable to a bank in monthly installments for principal and interest of \$355 through May 2018. The note is secured by a vehicle of the Organization.	8,401	12,249
Peterborough - 7% note payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$15,013 through June 2040. Peterborough was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by a mortgage and risk sharing security agreement with the U.S. Department of Housing and Urban Development on the Organization's assets.	-	2,124,114
Peterborough - Non-recourse 0% note payable to New Hampshire Housing Finance Authority. Principal is payable at the sole discretion of the lender from excess cash of the borrower determined by formula. Peterborough was sold during the year ended May 31, 2016 and the note was paid off. The note was due December 2041 and was secured by the Partnership's land and buildings.	-	388,657
Jaffrey - 30-year deferred note payable to the Town of Jaffrey, New Hampshire. Payment of principal and accrued interest at 1% are deferred until the note matures in June 2027. The note is secured by land and buildings. The balance included cumulative accrued interest of \$46,819.	297,668	294,721
Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$484 through June 2027. The note is secured by land and buildings.	46,592	49,463
Hinsdale - 6% note payable to a bank in monthly installments for principal and interest of \$635 with a balloon payment due October 2017. Hinsdale was sold during the year ended May 31, 2016 and the note was paid off. The note was secured by land and buildings.	-	66,030
4.25% note payable to a bank in monthly installments for principal and interest through December 2016. The note was secured by land and buildings and was paid off during the year ended May 31, 2016.	-	37,718

6.99% note payable to a finance company in monthly installments for principal and interest of \$652 through June 2019. The note is secured by a vehicle.	22,167	28,210
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization.	640,000	-
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization.	140,210	-
Keene Eastside - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization.	900,000	-
Keene Eastside - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization.	34,106	-
Keene Eastside - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization.	<u>228,934</u>	<u>-</u>
	8,372,707	9,401,806
Less current portion due within one year	<u>381,611</u>	<u>331,865</u>
	<u>\$ 7,991,096</u>	<u>\$ 9,069,941</u>

The schedule of maturities of long term debt at May 31, 2016 is as follows:

<b>Year Ending</b>	<b>Amount</b>
<b><u>May 31</u></b>	
2017	\$ 381,611
2018	84,403
2019	83,465
2020	80,398
2021	81,318
Thereafter	<u>7,661,512</u>
Total	<u>\$ 8,372,707</u>

**NOTE 4      OPERATING LEASES**

The Organization leases facilities and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2017. Monthly lease payments range from \$341 to \$3,521. Lease expense for the years ended May 31, 2016 and 2015 totaled \$25,093 and \$9,472, respectively.

Future minimum payments as of May 31, 2016 on the above leases are \$36,617 during the year ending May 31, 2017.

**NOTE 5      ACCRUED COMPENSATED BALANCES**

At May 31, 2016 and 2015, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$125,790 and \$125,564, respectively.

**NOTE 6      CONTINGENCIES**

At May 31, 2016, SCS Housing, Inc. is the general partner of seven limited partnerships (which include Drewsville, Jaffrey, and Troy Senior, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$2,345,000 at May 31, 2016. Partnership real estate with a cost basis of approximately \$17,286,000 provides collateral on these loans.

At May 31, 2015, SCS Housing, Inc. was the general partner of eleven limited partnerships (which included Drewsville, North Walpole, Troy, Peterborough, Hinsdale, and Jaffrey, consolidated within the financial statements) formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. had guaranteed repayment of liabilities of various partnerships totaling \$5,209,000 at May 31, 2015. Partnership real estate with a cost basis of approximately \$25,300,000 provided collateral on these loans.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2016 and 2015.

**NOTE 7**      **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2016 and 2015, SCS Housing, Inc. managed seven limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$276,881 and \$337,996, for the years ended May 31, 2016 and 2015, respectively. In addition, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years. The total amount due and expected to be collected from the limited partnerships was \$281,825 and \$352,217 at May 31, 2016 and 2015, respectively.

**NOTE 8**      **INVESTMENT IN RELATED PARTIES**

The Organization has invested in three related entities for property development and Department of Housing and Urban Development (HUD) sponsorship purposes. The total amount invested in these entities totaled \$20,700 at May 31, 2016 and 2015.

**NOTE 9**      **RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$283,965 and \$264,701 for the years ended May 31, 2016 and 2015, respectively.

**NOTE 10**      **RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets consist of contributions received by the Organization that have not been used for the specified purpose of the donor. Temporarily restricted net assets at May 31, 2016 and 2015 totaled \$211,220 and \$9,845, respectively.

**NOTE 11 FORGIVENESS OF DEBT**

During the year ended May 31, 2016 the Organization realized forgiveness of debt income in connection with notes payable to HUD. Forgiveness of debt income totaled \$61,209 for the year ended May 31, 2016.

During the year ended May 31, 2015 the Organization realized forgiveness of debt income in connection with notes payable to the Town of Hinsdale, the County of Cheshire and HUD. Forgiveness of debt income totaled \$585,457 for the year ended May 31, 2015.

**NOTE 12 PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended May 31, 2016 have been restated to properly reflect the amount of assets and liabilities assumed in 2015 when Southwestern Community Services, Inc. acquired interests in a low income housing partnership. Unrestricted net assets at May 31, 2015 have been increased by \$195,077 to properly reflect the transaction.

**NOTE 13 TRANSFER OF PARTNERSHIP INTEREST**

During 2016, SCS acquired partnership interests in two low income housing limited partnerships: Troy Senior Housing Associates, LP (Troy Senior) and Keene Eastside Senior Housing Associates, LP (Keene Eastside). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition:

Date of transfer	<u>09/09/2015</u>	<u>12/31/2015</u>	
	<u>Keene Eastside</u>	<u>Troy Senior</u>	<u>Total</u>
Cash	\$ 18,722	\$ 7,368	\$ 26,090
Cash-escrow	280,837	19,347	300,184
Property – net	996,031	982,959	1,978,990
Other assets	<u>38,090</u>	<u>22,557</u>	<u>60,647</u>
Total assets	<u>1,333,680</u>	<u>1,032,231</u>	<u>2,365,911</u>
Notes payable	1,128,934	780,210	1,909,144
Other liabilities	<u>19,778</u>	<u>27,065</u>	<u>46,843</u>
Total liabilities	<u>1,148,712</u>	<u>807,275</u>	<u>1,955,987</u>
Partners' capital	<u>\$ 184,968</u>	<u>\$ 224,956</u>	<u>\$ 409,924</u>

During 2015, SCS acquired partnership interests in three low income housing limited partnerships: Hinsdale Main Street Associates, LP (Hinsdale), Jaffrey Housing Associates (Jaffrey) and Peterborough/Finlay, LLC (Peterborough). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition:

Date of transfer	<u>12/31/2014</u>	<u>12/31/2014</u>	<u>04/30/2015</u>	
	<u>Jaffrey</u>	<u>Hinsdale</u>	<u>Peterborough</u>	<u>Total</u>
Cash	\$ 2,393	\$ 3,284	\$ 1,121	\$ 6,798
Cash-escrow	-	31,079	93,971	125,050
Property – net	328,095	645,620	1,928,533	2,902,248
Other assets	<u>12,097</u>	<u>10,746</u>	<u>54,121</u>	<u>76,964</u>
Total assets	<u>342,585</u>	<u>690,729</u>	<u>2,077,746</u>	<u>3,111,060</u>
Notes payable	345,342	590,654	2,757,234	3,693,230
Other liabilities	<u>178,907</u>	<u>402,037</u>	<u>821,274</u>	<u>1,402,218</u>
Total liabilities	<u>524,249</u>	<u>992,691</u>	<u>3,578,508</u>	<u>5,095,448</u>
Partners' (deficit)	<u>\$ (181,664)</u>	<u>\$ (301,962)</u>	<u>\$(1,500,762)</u>	<u>\$(1,984,388)</u>

**NOTE 14 RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**NOTE 15 SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 9, 2016, the date the financial statements were available to be issued.



**SUPPLEMENTAL INFORMATION**

**(SEE INDEPENDENT AUDITORS' REPORT)**

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**  
**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES**  
**FOR THE YEAR ENDED MAY 31, 2016**  
**WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2016 Total	2015 Total (restated)
<b>REVENUES</b>										
Government contracts	\$ 3,620,956	\$ 2,600,009	\$ 1,760,082	\$ 63,747	\$ 451,713	\$ 16,534	\$ 8,513,041	\$ 547,069	\$ 9,060,110	\$ 9,154,522
Program service fees	152,878	7,923	57,647	1,044,955	-	765,243	2,028,846	2,126	2,030,772	1,991,293
Rental income	-	-	100,521	906,679	-	-	1,007,200	-	1,007,200	533,766
Developer income	-	-	-	254,004	-	-	254,004	-	254,004	347,615
Support	-	-	127,248	112,000	-	171,049	517,627	175	517,602	381,297
Fundraising	71,870	35,460	-	-	-	67,715	67,765	-	67,765	92,884
Interest income	3	50	10	157	-	12	182	4,528	4,710	4,549
Forgiveness of debt	-	-	61,209	-	-	-	61,208	-	61,209	122,439
Miscellaneous	5,226	1,453	81	127,155	-	80	133,975	130,820	264,795	565,457
In-kind contributions	-	215,867	-	-	-	-	215,867	-	215,867	161,575
	<u>3,850,933</u>	<u>2,860,762</u>	<u>2,108,798</u>	<u>2,508,697</u>	<u>451,713</u>	<u>1,020,613</u>	<u>12,799,516</u>	<u>684,718</u>	<u>13,484,234</u>	<u>13,375,397</u>
Total revenues and other support										
<b>EXPENSES</b>										
Payroll	\$ 367,452	\$ 1,020,131	\$ 560,784	\$ 780,508	\$ 205,470	\$ 382,202	\$ 3,316,547	\$ 754,218	\$ 4,070,765	\$ 3,884,753
Payroll taxes	37,424	114,436	55,898	75,987	19,773	43,778	347,296	66,039	413,335	419,912
Employee benefits	125,137	298,025	156,712	217,328	54,272	119,434	970,908	149,659	1,120,567	1,241,903
Retirement	24,223	70,374	36,061	59,160	13,817	17,028	220,663	63,302	283,965	264,701
Advertising	150	26,290	1,698	2,908	1,990	-	33,036	396	33,432	24,335
Bank charges	240	-	104	5,370	-	-	5,714	8,123	13,837	878
Bad debt expense	-	-	-	27,660	-	-	27,660	27,660	27,660	10,143
Commercial subsidy	1,800	-	11,074	-	-	1,868	14,742	14,742	14,742	13,373
Computer cost	58	3,133	3,189	-	1,310	-	7,690	129,074	136,764	159,186
Contractual	218,626	22,618	144,801	35,717	2,386	80,035	505,183	15,144	521,327	785,393
Depreciation	-	21,870	91,203	321,803	-	11,557	446,433	150,864	597,297	505,684
Dues/registrarion	-	6,615	625	235	-	7,914	15,589	-	16,619	26,125
Duplicating	1,566	9,460	207	135	-	726	12,116	5,407	17,523	14,354
Insurance	6,038	15,578	22,855	98,104	1,196	6,211	149,984	39,640	189,624	141,667
Interest	-	8,774	10,663	103,971	-	2,190	125,598	128,128	253,726	186,420
Meeting & conference	7,374	896	11,848	8,762	-	28,274	55,152	36,430	91,582	58,293
Miscellaneous expense	9,396	6,715	2,975	136,707	355	5,702	183,850	31,465	195,315	77,676
Miscellaneous taxes	-	-	-	89,068	-	-	89,068	10,175	99,243	49,920
Equipment purchases	232	1,832	569	4,744	-	-	7,377	5,770	17,962	14,354
Office expense	11,381	18,063	12,256	7,957	3,686	430	53,773	16,483	70,256	62,621
Postage	45	377	100	588	294	-	1,404	23,989	25,403	23,144
Professional fees	-	-	-	48,030	-	-	48,030	92,569	140,599	66,287
Staff development and training	3,300	5,335	17,882	6,227	-	12,592	45,336	20,609	65,945	93,425
Subscriptions	-	-	-	458	234	1,050	1,742	551	2,283	979
Telephone	1,621	15,497	23,826	9,660	4,347	1,133	58,064	5,076	61,160	85,550
Fax	-	-	-	-	-	-	-	-	-	46
Travel	5,778	18,032	20,648	7,572	5,171	664	57,965	3,429	61,394	52,987
Vehicle	1,668	3,362	2,713	28,122	-	5,607	41,472	36,064	77,536	78,974
Rent	-	26,550	-	-	-	-	26,550	-	26,550	25,550
Space costs	-	148,298	258,489	391,566	-	510	798,853	91,117	889,970	697,407
Direct client assistance	2,799,710	191,127	675,640	52,996	3,519	18,731	3,741,723	-	3,741,723	4,187,069
In-kind expenses	-	215,867	-	-	-	-	215,867	-	215,867	181,575
	<u>3,624,241</u>	<u>2,271,455</u>	<u>2,122,818</u>	<u>2,521,333</u>	<u>317,822</u>	<u>745,736</u>	<u>11,603,405</u>	<u>1,887,761</u>	<u>13,491,166</u>	<u>13,418,222</u>
Total functional expenses before general and management allocation										
Allocation of management and general expenses	589,629	369,544	345,362	410,196	51,707	121,323	1,887,761	(1,887,761)	\$ 13,491,166	\$ 13,418,222
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 4,213,870</u>	<u>\$ 2,640,999</u>	<u>\$ 2,468,180</u>	<u>\$ 2,931,529</u>	<u>\$ 369,529</u>	<u>\$ 867,059</u>	<u>\$ 13,491,166</u>	<u>\$ -</u>	<u>\$ 13,491,166</u>	<u>\$ 13,418,222</u>

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED MAY 31, 2016**

<b><u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u></b>	<b><u>FEDERAL CFDA NUMBER</u></b>	<b><u>PASS-THROUGH GRANTOR'S NAME</u></b>	<b><u>PASS-THROUGH GRANTOR'S NUMBER</u></b>	<b><u>FEDERAL EXPENDITURE</u></b>
<b><u>U.S. Department of Agriculture</u></b>				
Rural Housing Preservation Grants	10.433	N/A	N/A	\$ 25,000
Child and Adult Care Food Program	10.558	State of NH, Dept of Education	Unknown	127,220
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	362,975
Commodity Supplemental Food Program	10.565	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	<u>142,070</u>
Total U.S. Department of Agriculture				<b>\$ 657,265</b>
<b><u>U.S. Department of Housing and Urban Development</u></b>				
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	\$ 212,077
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	403,269
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	85,666
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	<u>272,324</u>
Total U.S. Department of Housing and Urban Development				<b>\$ 973,336</b>
<b><u>U.S. Department of Labor</u></b>				
<b><u>WIA Cluster</u></b>				
WIA Adult Program	17.258	Southern NH Services	Unknown	\$ 47,297
WIA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	<u>51,661</u>
Total U.S. Department of Labor/WIA Cluster				<b>\$ 98,958</b>
<b><u>U.S. Department of Energy</u></b>				
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7708-074-500587	\$ 157,776
Total U.S. Department of Energy				<b>\$ 157,776</b>
<b><u>U.S. Department of Veterans Affairs</u></b>				
VA Supportive Services for Veteran Families Program	64.033	N/A	N/A	\$ 250,910
Total U.S. Department of Veterans Affairs				<b>\$ 250,910</b>
<b><u>U.S. Department of Health &amp; Human Services</u></b>				
<b><u>Special Programs for the Aging, Title III, Part B,</u></b>				
Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	1047055	\$ 5,400
Drug-Free Communities Support Program Grants	93.276	N/A	N/A	131,397
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown	352,755
Low Income Home Energy Assistance	93.568	State of NH, Office of Energy & Planning	1045982	3,280,457
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	525,394
CSBG - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance	500731	21,675
Head Start	93.600	N/A	N/A	<u>1,961,961</u>
Total U.S. Department of Health & Human Services				<b>\$ 6,279,039</b>
<b><u>U.S. Department of Homeland Security</u></b>				
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown	\$ 3,622
Total U.S. Department of Homeland Security				<b>\$ 3,622</b>
<b>TOTAL</b>				<b>\$ 8,420,906</b>

See Notes to Schedule of Expenditures of Federal Awards

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED MAY 31, 2016**

**NOTE 1      BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

**NOTE 3      INDIRECT COST RATE**

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 4      FOOD DONATION**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2016, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related consolidated notes to the financial statements, and have issued our report thereon dated November 11, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during

our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell & Roberts*  
*Professional Association*

December 9, 2016  
Wolfeboro, New Hampshire

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2016. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southwestern Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2016.

### **Other Matters**

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2016-001. Our opinion on each major federal program is not modified with respect to these matters.

Southwestern Community Services, Inc.'s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

### **Report on Internal Control Over Compliance**

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. And therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2016-001, that we consider to be a material weakness.

Southwestern Community Services, Inc.'s response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Seane McDonnell & Roberts*  
*Professional Association*  
December 9, 2016  
Wolfeboro, New Hampshire



**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED MAY 31, 2016**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. One material weakness in internal control over major federal award programs disclosed during the audit is reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this schedule.
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Head Start, 93.600, and Community Services Block Grant, 93.569.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to not be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

**Department of Health and Human Services**

**2016-001 Head Start - CFDA No. 93.600 (material weakness)**

**Condition:** In testing drawdowns for the Head Start program, it was noted that eight drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

**Criteria:** All drawdowns must be for current expenditures incurred for the Head Start program and must be accompanied by supporting documentation.

**Effect:** Failure to maintain supporting documentation for each drawdown could result in advanced drawdowns of Head Start funds for purposes other than those allowed by Head Start.

**Cause:** Lack of internal control surrounding the documentation and approval of Head Start drawdowns.

**Context:** All twenty four drawdowns during the year were selected for testing. The test found that eight of the drawdowns lacked supporting documentation.

**Auditors' Recommendation:** The Organization needs to strengthen controls over its cash management processes to ensure compliance with federal requirements. We recommend that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

**Views of Responsible Officials and Planned Corrective Action:**

Effective December 2015, the Organization, in an effort to strengthen controls over its cash management process, ensuring compliance with federal requirements; has put into place a policy with regards to Cash Advances of Federal Grants.

Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs [CFR Part 74.22(b)(2)].

Cash advances under this section shall require submission of satisfactory documentation of the expenses for which the cash is being drawn down, for the approval of both CEO (or designee) and a member of the Executive Committee of the Agency Board of Directors. Documentation and approvals are maintained by the CEO (or designee) in accordance with the agencies file retention policy.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED MAY 31, 2015**

**Department of Health and Human Services**

**2015-001 Head Start - CFDA No. 93.600 (material weakness)**

**Condition:** In testing drawdowns for the Head Start program, it was noted that all but three drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

**Auditors' Recommendation:** It was recommended that the Organization needed to strengthen controls over its cash management processes to ensure compliance with federal requirements. It was recommended that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

**Current Status:** The recommendation was adopted in December 2015. There were similar audit findings in the 2016 audit until the recommendation was adopted in December 2015.

**Southwestern Community Services, Inc. Board of Directors - Composition – 2017 –**

**CHESHIRE COUNTY**

**SULLIVAN COUNTY**

**CONSTITUENT  
SECTOR**

**Beth Fox**  
Asst. City Manager/HR Director  
City of Keene

**Mary Lou Huffling**  
Fall Mountain Emergency Food Shelf  
Alstead Friendly Meals

**Jessi Parent**  
Chair, Head Start Policy Council  
Parent Representative

**Penny Despres**  
New Hope New Horizons  
Program Representative

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**PRIVATE  
SECTOR**

**Elaine Amer, Clerk/Treasurer**  
Amer Electric Company (*retired*)

**Anne Beattie**  
Newport Service Organization

**Kevin Watterson, Chair**  
Clarke Companies

**Scott Croteau, Vice Chairperson**  
VP Savings Bank of Walpole (*retired*)

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**PUBLIC  
SECTOR**

**Leroy Austin**  
Building Inspector  
Town of Winchester

**David Edkins**  
Administrator, Planning & Zoning  
Town of Charlestown

**Molly Kelly**  
State Senator, District 10 (*retired*)

**Raymond Gagnon**  
State Representative, District 5

**Jessie Levine**  
Sullivan County Manager

# John A. Manning

## Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

## Experience

2014–Present                      Southwestern Community Services Inc.  
Keene, NH

### Chief Executive Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Reports to the agency board of directors.

1990–2014                      Southwestern Community Services Inc.  
Keene, NH

### Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995                      Keene State College                      Keene, NH

### Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990                      John A. Manning,                      Keene, NH

### Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

**Staff Accountant**

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

**Education**

1971-1975 University of Mass. Amherst, Ma.

- B.S. Business Administration in Accounting

**Organizations**

American Institute of Certified Public Accountants  
NH Society of Certified Public Accountants

# Laurie J. Tyler

lt Tyler@scshelps.org

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## **Qualifications**

Successful fundraising and grant writing skills  
Managing multiple Housing Units and Programs  
Over twenty years experience in leadership and administration  
Strong written and oral communication ability  
Strong work ethic and a self-driven passion for the cause

## **Professional Experience**

### **Director of New Initiatives for Housing Stabilization Services and Substance Use Services**

May 2016 – Present

Southwestern Community Services, Inc., Keene, NH

- Direct and Maintain staff of 14 employees and volunteers while creating and overseeing substance Use Services programs. Assure quality of services provided for individual, households and other agencies.
- Experienced with Grants that are renewed via competitive proposals, fundraising programs and compliance reporting (to include private/public foundations, local/state/federal government)
- Assure compliance with Federal, State, Local, legal and funding requirements. Participate in Community/Professional Networking events including conference trainings and public speaking.

### **Director of Homeless Services Program Development**

December 2000 – May 2016

Southwestern Community Services, Inc., Keene, NH

- Directed and maintained staff of 16 employees and volunteers while over seeing six homeless shelters with 140+ beds within two counties. Assure quality of services provided for up to 500 Homeless individuals/families with shelter and/or voucher programs.
- Grant writing for programs such as LTTHP, SCLTTHP, EHS, SSVF, Rapid Re-housing S+C, Substance Use programs etc. Have been awarded more than \$2.5mil in Grants that are renewed via competitive proposals.
- Brick & Mortar Federal Grants for Construction/Acquisitions Monies. Awarded more than \$2.3mil in monies for Shelter, PHP and 2<sup>ND</sup> Chance Programs.
- Fund Raising Charitable Contributions. Worked with business and agencies (FEMA, PSNH, Monadnock United Way, Walmart, Sprinkler Funds and Private Donors) to receive in excess of \$500k in miscellaneous awards and private donations.
- Experienced with Grants that are renewed via competitive proposals, fundraising programs and compliance reporting (to include private/public foundations, local/state/federal government)
- Assure compliance with Federal, State, Local, legal and funding requirements. Participate in Community/Professional Networking events including conference trainings and public speaking.

### **Administrative Assistant/Assistant Office Manager**

May 1995 – Jan 2001

Monadnock Area Psychotherapy & Spirituality Services, Keene, NH

- Manage office staff and maintenance employees. Coordinate and manage efficient procedures for successful office operations and client intake and assignment administration
- Monitor cash flow by managing accounts receivable and accounts payable.
- Establish and maintain successful billing and tracking system. Prepare and analyze monthly and yearly financial statements to include yearly budget preparation.

## **Education**

- **Bachelor of Science, Management**, Franklin Pierce College, Keene, NH
  - 3.68 G.P.A., Magna Cum Laude, Management Departmental Honors
- **Giving Monadnock Non-Profit Fundraising Institute**, Antioch College, Keene, NH
  - Certification on stimulating, promoting, and inspiring an increased level of philanthropy.
- **Leadership Development Training**, Tad Dwyer, Keene, NH
- **Leadership New Hampshire, Class of 2015**

**Other**

- Experienced with both IBM PC's and Macintosh Computers with proficiencies in MS Word, Quickbooks, and Excel.
- Trainings in CCAR Recovery Coach Academy, Ethics, HIV Prevention, Core Functions, CPI, Blood borne Pathogens, Mental Health, Substance Abuse, Brain Injuries, Military Culture, Housing 101, Case Management, etc.
- Published article in college science textbook.



# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Name of Program: HHARLF

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
John Manning	CEO	\$119,642	0.00%	\$0.00
Laurie Tyler	Services	\$55,702	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

Subject: Homeless Housing and Access Revolving Loan Fund (HHARLF) (RFA-2018-BHHS-02-HOMEL-05)

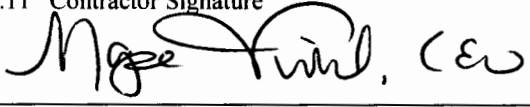
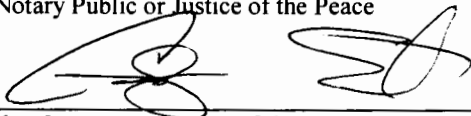
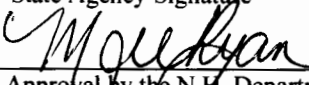
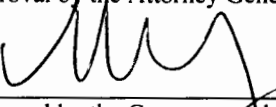
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Front Door Agency, Inc.		1.4 Contractor Address 7 Concord Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-816-0290	1.6 Account Number 05-95-42-423010-7925-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$14,284.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marge Furlong Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 2, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<b>CINDY ENRIGHT, Notary Public</b> My Commission Expires June 5, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Cindy Enright Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>5/13/17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/15/17</u> Attorney			
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

Contractor Initials mw  
Date 4/21/17

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.

Contractor Initials mm  
Date 5/12/17



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the Homeless Housing and Access Revolving Loan Fund (HHARLF). In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. 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.
- 1.5. 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.
- 1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

**2. Scope of Work**

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in

*MW*  
9/12/17



**Exhibit A**

accordance with New Hampshire Emergency Shelter Homeless Housing and Access Revolving Loan Fund (HHARLF) RSA 126-A:63, it will utilize Homeless Housing and Access Revolving Loan Fund (HHARLF) funds for contract services indicated below and specified in Exhibit B of this agreement.

- 2.2. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
- 2.3. The Contractor shall disburse funds or equivalent vouchers to landlords.
- 2.4. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.
- 2.5. The Contractor shall establish loan repayment terms as established by the Department in consultation with the Governor's Interagency Council on Homelessness, and include the requirement that repayment begins no later than one hundred and twenty (120) days after the loan is disbursed.
- 2.6. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.
- 2.7. The Contractor shall be responsible for all municipalities in the Greater Nashua region for families, which shall be known as their Service Area.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports documenting all activities related to HHARLF services, including tracking the default rate, and monitoring dispersed and recovered HHARLF funds.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

*ym*  
Date 11/17



Exhibit A

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- 4.2. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with Contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.





Exhibit B

**Method and Conditions Precedent to Payment**

**1. General Provisions**

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This Contract is funded 100% by the New Hampshire General Fund as follows:
  - 1.2.1. SFY18 not to exceed \$7,142
  - 1.2.2. SFY19 not to exceed \$7,142
  - 1.2.3. July 1, 2017 – June 30, 2019: Not to exceed \$14,284
- 1.3. Subject to the availability of State general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program, in an amount not to exceed, and for the time period specified above.

**2. Reports**

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one (1) 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 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.



Exhibit B

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

4. **Use of Grant Funds**

- 4.1. The State agrees to provide payment for actual costs, up to but not to exceed the amount for the Homeless Housing and Access Revolving Loan Fund Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to 2 CFR part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.

5. **Contractor Financial Management System**

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.



**Exhibit B**

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- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.2 of this Agreement.

*nm*  
4/12/17



### SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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4/12/17





Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

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

- 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. Extension:

- The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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4/12/17



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

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

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

Contractor Name:

4/12/17  
Date

Maryse Wirbal  
Name: Maryse Wirbal  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

4/12/17  
Date

Maryse Wirba  
Name: Maryse Wirba  
Title: CEO



**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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

4/12/17  
Date

  
Name: Maryse W. Rival  
Title: CEO

Contractor Initials MW  
Date 4/12/17



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

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

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

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

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

Exhibit G

Contractor Initials

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

4/12/17

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

4/12/17  
Date

Maryse Wirbel  
Name: Maryse Wirbel  
Title: CEO

Exhibit G

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

Contractor Initials

MW

Date

4/12/17





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

4/12/17  
Date

  
Name: Maryse Wirbaw  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*[Handwritten Signature]*



Exhibit I

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

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

Department of Health and Human Services  
 The State  
 \_\_\_\_\_  
*Maura Ryan*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Maura Ryan  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Director  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 5/4/17  
 \_\_\_\_\_  
 Date

The Front Door Agency Inc.  
 \_\_\_\_\_  
 Name of the Contractor  
 \_\_\_\_\_  
*Maryse Wirbal*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Maryse Wirbal  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 CEO  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 4/12/17  
 \_\_\_\_\_  
 Date



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

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

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

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

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

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

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

Contractor Name: The Frost Door Agency Inc.

9/12/12  
Date

Margie Wirbel  
Name: Margie Wirbel  
Title: CEO





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: 879861474
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

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

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

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

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

Contractor Initials mm  
Date 4/12/17



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

**New Hampshire Department of Health and Human Services**  
**Exhibit K**



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

*mm*  
4/12/17

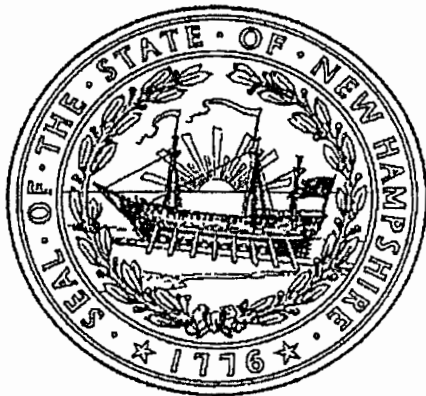
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRONT DOOR AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 06, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 108359



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

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

1. Sue Beaubien, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of The Front Door Agency, Inc.  
(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 April 12, 2017  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, 4/12/17, for the provision of Homeless Housing Access Fund services.

**RESOLVED:** That the CEO  
(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 12<sup>th</sup> day of April, 2017.  
(Date Contract Signed)

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

of the Corporation.

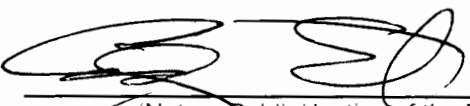
  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 12 day of April, 2017.

By SUZANNE BEAUBIEN  
(Name of Clerk of the Corporation)

  
(Notary Public/Justice of the Peace)  
Commission Expires: 6/5/2018

NOTARY SEAL:

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





**The Front Door Agency, Inc.  
1987-2017**

**MISSION STATEMENT:**

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

**CORE VALUES:**

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

*Dignity ▪ Respect ▪ Compassion ▪ Education ▪ Integrity*

**AUDACIOUS GOAL:**

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

**THE FRONT DOOR AGENCY, INC.**

**Financial Statements**

**For The Year Ended June 30, 2015**



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For The Year Ended June 30, 2015

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P.A., Certified Public Accountants

## **Independent Auditors' Report**

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

We have audited the accompanying financial statements of The Front Door Agency, Inc., which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

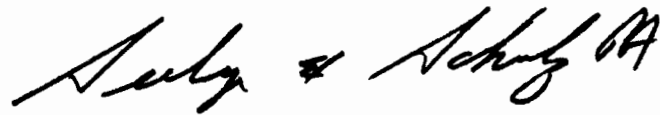
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script, appearing to read "Seely & Schuyler PA".

Nashua, NH  
October 20, 2015

**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
June 30, 2015

**ASSETS**

CURRENT ASSETS

Operating cash and cash equivalents	\$ 325,356
Cash endowment	2,190
Endowment marketable securities	557,094
Promises to give	28,620
Endowment promises to give net of a \$5,000 allowance	10,067
HHARLF - client receivables (Note E)	19,950
HSGP - client receivable (Note F)	112,904
HSGP - state receivables (Note F)	3,266
RLF - client receivables (Note G)	1,643
Other current assets	1,493
	<u>1,062,583</u>

PROPERTY & EQUIPMENT

Land, building & improvements	1,965,825
Leasehold improvements	56,941
Equipment and furniture	41,957
	<u>2,064,723</u>
Less accumulated depreciation	(686,910)
	<u>1,377,813</u>

OTHER ASSETS

Cash restricted	37,568
	<u>37,568</u>
	<u>\$ 2,477,964</u>

**LIABILITIES AND NET ASSETS**

CURRENT LIABILITIES

Notes payable, current portion	\$ 7,100
Accounts payable	18,416
Security deposits	10,330
Deferred revenue	31,651
HHARLF vouchers outstanding	12,240
HSGP vouchers outstanding	151,983
	<u>231,720</u>
NOTES PAYABLE, net of current portion	<u>1,044,735</u>

NET ASSETS

Unrestricted	850,326
Temporarily restricted	62,268
Permanently restricted	288,915
	<u>1,201,509</u>
	<u>\$ 2,477,964</u>

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

**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF ACTIVITIES**  
For The Year Ended June 30, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>REVENUE AND SUPPORT</b>				
Grant income	\$ 196,446	\$ -	\$ -	\$ 196,446
Fundraising events	229,039	-	-	229,039
Less: Cost of direct benefit to donor	(5,100)	-	-	(5,100)
Contributions	238,778	38,000	4,200	280,978
Investment income (Note L)	11,696	-	-	11,696
Rental income	161,853	-	-	161,853
Santa fund income	-	36,777	-	36,777
Miscellaneous income	2,786	-	-	2,786
In kind donations	100,022	-	-	100,022
Cancellation of debt	595,985	-	-	595,985
Net assets released from restrictions:				
Satisfaction of time	38,000	(38,000)	-	-
Satisfaction of purpose	46,122	(46,122)	-	-
Release of permanently restricted amounts by donor	15,000	-	(15,000)	-
<b>Total Revenue and Support</b>	<u>1,630,627</u>	<u>(9,345)</u>	<u>(10,800)</u>	<u>1,610,482</u>
<b>EXPENSES</b>				
Program services:				
Transitional Housing	534,712	-	-	534,712
Direct Services	226,874	-	-	226,874
Administration	114,842	-	-	114,842
Fundraising	124,990	-	-	124,990
<b>Total Expenses</b>	<u>1,001,418</u>	<u>-</u>	<u>-</u>	<u>1,001,418</u>
Increase (Decrease) in Net Assets	629,209	(9,345)	(10,800)	609,064
NET ASSETS, Beginning of Year	<u>221,117</u>	<u>71,613</u>	<u>299,715</u>	<u>592,445</u>
NET ASSETS, End of Year	<u>\$ 850,326</u>	<u>\$ 62,268</u>	<u>\$ 288,915</u>	<u>\$ 1,201,509</u>

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

**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2015

	PROGRAM SERVICES				Total	
	Transitional Housing	Direct Services	Total program	Administration		Fundraising
Salaries and wages	\$ 190,130	\$ 77,312	\$ 267,442	\$ 53,202	\$ 70,533	\$ 391,177
Payroll taxes	14,584	5,980	20,564	3,944	5,438	29,946
Employee benefits	15,448	4,844	20,292	4,776	3,835	28,903
Education, community involvement & travel	923	434	1,357	2,965	205	4,527
Bank charges	-	-	-	1,148	52	1,200
Rent and utility expense	60,389	6,720	67,109	5,880	4,200	77,189
Telephone and communication	7,844	3,132	10,976	1,566	1,566	14,108
Building maintenance	40,014	1,038	41,052	871	519	42,442
Insurance	15,750	4,264	20,014	4,423	2,132	26,569
Professional fees	4,186	2,727	6,913	13,594	1,270	21,777
Audit fees	-	-	-	8,795	-	8,795
Office expense	2,867	3,093	5,960	10,321	1,719	18,000
Public relations	-	-	-	1,121	3,045	4,166
Interest expense	13,091	-	13,091	-	-	13,091
In kind interest expense	86,021	-	86,021	-	-	86,021
Miscellaneous expense	1,200	105	1,305	910	-	2,215
Bad debts	-	1,980	1,980	-	-	1,980
Fundraising expense	-	-	-	-	30,476	30,476
Direct assistance:						
Holiday/Santa fund program	-	46,348	46,348	-	-	46,348
Rental assistance	-	45,673	45,673	-	-	45,673
Utility assistance	-	18,383	18,383	-	-	18,383
Medical and dental	-	1,314	1,314	-	-	1,314
Transportation	1,995	1,247	3,242	-	-	3,242
Child care	245	410	655	-	-	655
School supplies	9,011	-	9,011	-	-	9,011
Financial literacy	-	899	899	-	-	899
Miscellaneous	3,307	971	4,278	-	-	4,278
<b>Total Expenses Before Depreciation</b>	<b>467,005</b>	<b>226,874</b>	<b>693,879</b>	<b>113,516</b>	<b>124,990</b>	<b>932,385</b>
Depreciation	67,707	-	67,707	1,326	-	69,033
<b>Total Expenses</b>	<b>\$ 534,712</b>	<b>\$ 226,874</b>	<b>\$ 761,586</b>	<b>\$ 114,842</b>	<b>\$ 124,990</b>	<b>\$ 1,001,418</b>

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

**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF CASH FLOWS**  
For The Year Ended June 30, 2015

<b>Cash flow provided by (used in) operating activities</b>	
Increase in net assets	\$ 609,064
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	69,033
Cancellation of debt	(595,985)
In kind contributions of fixed assets	(3,000)
Unrealized (gain) loss on investments	14,660
Realized (gain) loss on investments	107
Endowment contribution	(4,200)
Change in assets and liabilities:	
Increase in promises to give	(3,266)
Decrease in other client receivables	90
Decrease in other current assets	1,172
Increase in accounts payable	11,277
Increase in deferred income	<u>15,483</u>
Net cash provided by operating activities	<u>114,435</u>
<b>Cash flow provided by (used in) investing activities</b>	
Loss on sale of investments	(107)
Purchase of investments	(25,941)
Decrease in cash restricted	1,200
Purchase of fixed assets	(66,499)
Decrease in security deposits	<u>(836)</u>
Net cash used in investing activities	<u>(92,183)</u>
<b>Cash flow provided by (used in) financing activities</b>	
Principal payments of long-term debt	(6,436)
Decrease in HSGP - client receivable	171
Decrease in HSGP - state receivables	6,072
Decrease in HSGP vouchers outstanding	(6,492)
Endowment contribution	4,200
Increase in HHARLF - client receivables	(4,424)
Decrease in HHARLF vouchers outstanding	<u>(1,491)</u>
Net cash used in financing activities	<u>(8,400)</u>
Net increase in cash and cash equivalents	13,852
Cash and cash equivalents, Beginning of Year	<u>313,694</u>
Cash and cash equivalents, End of Year	<u>\$ 327,546</u>
<b>SUPPLEMENTAL INFORMATION</b>	
Interest paid	<u>\$ 13,091</u>

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

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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**NOTE A. NATURE OF ORGANIZATION**

The Front Door Agency, Inc. was established to offer support and provide services to assist individuals and families transition from crisis to self-sufficiency. Its community service outreach program is made available to residents of Nashua, New Hampshire and its surrounding towns. It provides housing-related supportive services including; rental and utility assistance, extensive transitional housing services, security deposit loans, and other housing related needs. In addition, it provides assistance with transportation, medical and dental care, food, and with the holidays. It also offers a comprehensive financial literacy program.

**NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Accounting Method

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

Non-cash Contributions

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

Promises to Give

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

Financial Statement Presentation

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



**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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**NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Financial Statement Presentation (Continued)

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

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

Cash and Cash Equivalents

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

Investment Securities

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

Property and Depreciation

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

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

Reserve Method

The Agency uses the reserve method to account for bad debts. The reserve is based on prior years' experience and management's analysis of specific promises to give. A reserve for bad debts of \$5,000 was required for the year ended June 30, 2015.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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**NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Functional Allocation of Expenses

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

Use of Estimates

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

Income Taxes

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

The Agency's income tax filings are subject to audit by various taxing authorities. At June 30, 2015, the Agency's open audit periods included periods ended June 30, 2012 through 2015. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

**NOTE C. CASH RESTRICTED**

As a requirement of some of the mortgages, segregated annual contributions are required and will be used for capital improvements subject to the approval of mortgager.

**NOTE D. NET ASSETS**

Unrestricted, temporarily restricted and permanently restricted net assets include the following at June 30, 2015:

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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NOTE D. NET ASSETS (Continued)

Unrestricted Net Assets:

Board designated endowment funds	\$ 280,436
Unrestricted operating funds	<u>569,890</u>
	<u>\$ 850,326</u>

Temporarily Restricted Net Assets:

Santa fund	\$ 43,268
Program	<u>19,000</u>
	<u>\$ 62,268</u>

Permanently Restricted Net Assets:

Donor-restricted endowments funds	<u>\$ 288,915</u>
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During the year the donor of \$15,000 originally permanently restricted for facilities released the restriction to the general purposes of the agency.

NOTE E. ENDOWMENTS

Endowment assets included the following at June 30, 2015:

Cash	\$ 2,190
Marketable securities	557,094
Promises to give, net of a \$5,000 reserve	<u>10,067</u>
Total	<u>\$ 569,351</u>

Marketable securities with a cost of \$499,065 and an unrealized gain of \$58,029 are presented above at market value.

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

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

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

**NOTE E. ENDOWMENTS (Continued)**

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

Endowment net asset composition by type of fund consists of the following as of June 30, 2015:

Endowment Funds	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted	\$ -	\$ -	\$ 288,915	\$ 288,915
Board-designated	280,436	-	-	280,436
	<u>\$ 280,436</u>	<u>\$ -</u>	<u>\$ 288,915</u>	<u>\$ 569,351</u>

Changes in endowment net assets for the year ended June 30, 2015, were as follows:

Endowment net assets June 30, 2014	\$ 269,207	\$ -	\$ 284,715	\$ 553,922
Investment return:				
Interest & Dividends	25,941	-	-	25,941
Unrealized losses	(14,660)	-	-	(14,660)
Fees	(52)	-	-	(52)
Endowment contributions	-	-	4,200	4,200
Endowment net assets June 30, 2015	<u>\$ 280,436</u>	<u>\$ -</u>	<u>\$ 288,915</u>	<u>\$ 569,351</u>

**Return Objectives, Risk Parameters, Strategies and Spending Policy**

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities as listed above.

The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities and cash.

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

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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

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

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

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

**NOTE H. REVOLVING LOAN FUND (RLF) - CLIENT RECEIVABLES**

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

**NOTE I. REVOLVING LINE OF CREDIT**

The Agency has a \$75,000 revolving line of credit with Triangle Credit Union that was unused as of June 30, 2015. Amounts borrowed on the credit line are payable on demand and carry an interest rate of 3.75%. The credit line is secured by a security interest in all The Front Door Agency, Inc.'s assets, and expires April 18, 2016.

**NOTE J. LONG-TERM DEBT**

The Front Door Agency, Inc. is obligated on the following long-term debts at June 30, 2015:

Mortgage payable, New Hampshire Community Loan Fund, secured by land and building (C Street), monthly payment of \$218 including interest at 4%, due August 2025.	\$ 17,780
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**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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NOTE J. LONG-TERM DEBT (Continued)

Mortgage payable, Citizens Bank, secured by land and building (Vine Street), monthly payment of \$523 including interest at 6.5%, due October 2022.	\$ 64,589
Mortgage payable, City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive the debt equally over 20 years, retroactively to March 2007.	72,050
Mortgage payable, City of Nashua, secured by land and building (Concord Street). Neither interest or principal is due as long as the Agency owns the property and meets affordability criteria.	203,500
Mortgage payable, City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due and principal will be forgiven equally over a 20-year period beginning in December 2012.	296,370
Mortgage payable, Community Housing Capital, Inc., secured by land and building (Shattuck Street), monthly payment of \$886 including interest at 5%, due June 2027.	\$ 157,546
Mortgage payable, City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property, interest is not due and principal will be forgiven over a remaining 11 year period ending in October 2022.	<u>240,000</u>
	1,051,835
Current maturities	<u>7,100</u>
	<u><b>\$1,044,735</b></u>

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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**NOTE J. LONG-TERM DEBT (Continued)**

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

2016	\$ 7,100
2017	7,477
2018	7,875
2019	8,294
2020	8,738
Thereafter	<u>1,012,351</u>
	<u>\$ 1,051,835</u>

**NOTE K. IN-KIND DONATION INTEREST/CANCELATION OF DEBT**

Mortgage obligations to the City of Nashua, as detailed in Note J, have no required interest due unless the Agency does not meet certain rental affordability and ownership requirements. The Agency has recorded a donation from the City of Nashua of interest totaling \$86,021 that would have been due for the fiscal year ended June 30, 2015, on the mortgages at the estimated prevailing interest rates on the date the mortgages were received.

Additionally, some of the mortgage obligations to the City of Nashua are being forgiven annually if certain criteria are met. The amount forgiven in the current year is \$595,985.

**NOTE L. INVESTMENT INCOME**

Investment income consists of the following:

Interest and dividend	\$ 26,463
Realized losses	(107)
Unrealized losses	<u>(14,660)</u>
	<u>\$ 11,696</u>

**NOTE M. PENSION PLAN**

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

The 401(k) plan provides for matching of employee contributions in such amounts as management may determine up to \$500 per participant annually.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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**NOTE M. PENSION PLAN (Continued)**

Additionally, the Agency can make discretionary pro-rata contributions. Matching contributions are vested immediately and pro-rata contributions are fully vested after five years.

Pension expense for the plan charged to operations for the year ended June 30, 2015, was \$8,416.

**NOTE N. OPERATING LEASE OBLIGATIONS**

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, as a tenant-at-will, at a rate of \$1,400 per month. The Agency also rents two apartments, one for \$400 per month under a lease expiring on March 31, 2016 and an apartment for \$325 per month as a tenant at will.

The Agency leases a telephone system under the terms of an agreement that was renewed in April 2015. Under the renewal, which expires April 2017, the monthly lease payments increased from \$672 to \$705.

The Agency also leases a copier for \$308 per month. The copier lease expires in June 2017.

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

Year ending June 30:

2016	\$ 15,756
2017	\$ 10,746

**NOTE O. CONTINGENCIES/PROGRAM RELATED**

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

**NOTE P. CONTINGENCY/FACILITY RELATED**

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



**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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**NOTE P. CONTINGENCY/FACILITY RELATED**

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

For each month the Agency meets the ownership and use performance requirements, the non-performance mortgage liability reduces from \$153,920 at June 30, 2015 to zero in 2019.

Compliance is fully intended through 2019 and beyond and therefore this contingent liability is not recorded in the accompanying financial statements.

**NOTE Q. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2015, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

**NOTE R. FAIR VALUE MEASUREMENTS**

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

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

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

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

The Agency assess the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the year ended June 30, 2015, there were no such transfers.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2015

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**NOTE R. FAIR VALUE MEASUREMENTS (Continued)**

For the year ended June 30, 2015, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

*Investment Securities*

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

**NOTE S. SUBSEQUENT EVENTS**

Management has evaluated events through October 20, 2015, the date that the financial statements were available to be issued.

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**THE FRONT DOOR AGENCY, INC.**

**Financial Statements**

**For The Year Ended June 30, 2016**

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For The Year Ended June 30, 2016

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P.A., Certified Public Accountants

## **Independent Auditors' Report**

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

We have audited the accompanying financial statements of The Front Door Agency, Inc., which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Sulzer + Schuly PA CPA". The signature is written in a cursive, flowing style.

Nashua, NH  
November 9, 2016

**THE FRONT DOOR AGENCY, INC.**

STATEMENT OF FINANCIAL POSITION

June 30, 2016

<b>ASSETS</b>	
<b><u>CURRENT ASSETS</u></b>	
Operating cash and cash equivalents	\$ 354,482
Endowment marketable securities	556,797
Promises to give	33,918
Endowment promises to give, net of a \$5,000 allowance for bad debt	5,817
HHARLF - client receivables (Note F)	19,752
HSGP - client receivable (Note G)	120,311
HSGP - state receivables (Note G)	1,878
RLF - client receivables (Note H)	1,173
Other current assets	4,120
	<u>1,098,248</u>
<b><u>PROPERTY &amp; EQUIPMENT</u></b>	
Land, building & improvements	2,016,148
Leasehold improvements	56,941
Equipment and furniture	41,025
	<u>2,114,114</u>
Less accumulated depreciation	(758,115)
	<u>1,355,999</u>
<b><u>OTHER ASSETS</u></b>	
Cash restricted	<u>37,854</u>
	<u>\$ 2,492,101</u>
<b>LIABILITIES AND NET ASSETS</b>	
<b><u>CURRENT LIABILITIES</u></b>	
Notes payable, current portion	\$ 7,477
Accounts payable	15,703
Accrued payroll and payroll taxes	7,298
Security deposits	9,924
Deferred revenue	28,250
HHARLF vouchers outstanding	9,075
HSGP vouchers outstanding	162,939
	<u>240,666</u>
NOTES PAYABLE, net of current portion	<u>983,658</u>
<b><u>NET ASSETS</u></b>	
Unrestricted	911,510
Temporarily restricted	65,852
Permanently restricted	290,415
	<u>1,267,777</u>
	<u>\$ 2,492,101</u>

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

**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF ACTIVITIES**  
For The Year Ended June 30, 2016

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>REVENUE AND SUPPORT</b>				
Grant income	\$ 331,682	\$ 26,778	\$ -	\$ 358,460
Fundraising events	234,550	-	-	234,550
Less: Cost of direct benefit to donor	(18,103)	-	-	(18,103)
Contributions	169,508	-	1,500	171,008
Investment income (Note L)	11,829	-	-	11,829
Rental income	152,897	-	-	152,897
Santa fund income	-	29,717	-	29,717
Miscellaneous income	4,617	-	-	4,617
In kind donations	45,125	-	-	45,125
Cancellation of debt	53,984	-	-	53,984
Net assets released from restrictions:				
Satisfaction of time	19,000	(19,000)	-	-
Satisfaction of purpose	33,911	(33,911)	-	-
<b>Total Revenue and Support</b>	<b>1,039,000</b>	<b>3,584</b>	<b>1,500</b>	<b>1,044,084</b>
<b>EXPENSES</b>				
Program services:				
Transitional Housing	490,101	-	-	490,101
Direct Services	270,544	-	-	270,544
Administration	95,771	-	-	95,771
Fundraising	121,400	-	-	121,400
<b>Total Expenses</b>	<b>977,816</b>	<b>-</b>	<b>-</b>	<b>977,816</b>
Increase in Net Assets	61,184	3,584	1,500	66,268
NET ASSETS, Beginning of Year	850,326	62,268	288,915	1,201,509
NET ASSETS, End of Year	<u>\$ 911,510</u>	<u>\$ 65,852</u>	<u>\$ 290,415</u>	<u>\$ 1,267,777</u>

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



**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2016

	PROGRAM SERVICES					Total
	Transitional Housing	Direct Services	Total Program	Administration	Fundraising	
Salaries and wages	\$ 189,766	\$ 79,955	\$ 269,721	\$ 50,394	\$ 74,563	\$ 394,678
Payroll taxes	14,580	6,129	20,709	3,809	5,685	30,203
Employee benefits	18,895	9,802	28,697	6,657	6,312	41,666
Education, community involvement & travel	643	170	813	1,738	446	2,997
Bank charges	760	29	789	469	742	2,000
Rent and utility expense	62,380	6,720	69,100	3,360	3,360	75,820
Telephone and communication	7,736	2,782	10,518	1,412	1,391	13,321
Building maintenance	36,221	1,312	37,533	1,915	1,015	40,463
Insurance	14,022	-	14,022	3,057	-	17,079
Professional fees	1,693	780	2,473	2,427	2,092	6,992
Audit fees	-	-	-	8,923	-	8,923
Office expense	4,256	3,836	8,092	9,873	3,481	21,446
Public relations	-	-	-	-	869	869
Interest expense	12,812	-	12,812	-	-	12,812
In kind interest expense	45,123	-	45,123	-	-	45,123
Miscellaneous expense	3,054	-	3,054	321	-	3,375
Bad debts	-	5,726	5,726	-	-	5,726
Fundraising expense	-	-	-	-	21,444	21,444
Direct assistance:						
Holiday/Santa fund program	-	33,692	33,692	-	-	33,692
Rental assistance	-	94,825	94,825	-	-	94,825
Utility assistance	52	16,743	16,795	-	-	16,795
Stability assistance	-	5,570	5,570	-	-	5,570
Medical and dental	1,240	-	1,240	-	-	1,240
Transportation	342	414	756	-	-	756
Child care	625	143	768	-	-	768
School supplies	3,902	-	3,902	-	-	3,902
Financial literacy	-	1,068	1,068	-	-	1,068
Miscellaneous	1,278	848	2,126	-	-	2,126
Total Expenses Before Depreciation	419,380	270,544	689,924	94,355	121,400	905,679
Depreciation	70,721	-	70,721	1,416	-	72,137
Total Expenses	\$ 490,101	\$ 270,544	\$ 760,645	\$ 95,771	\$ 121,400	\$ 977,816

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

**THE FRONT DOOR AGENCY, INC.**  
**STATEMENT OF CASH FLOWS**  
For The Year Ended June 30, 2016

<b>Cash flow provided by (used in) operating activities</b>	
Increase in net assets	\$ 66,268
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	72,137
Bad debt expense	5,726
Cancellation of debt	(53,984)
Grant for fixed asset purchase	(22,200)
Unrealized loss on investments	9,762
Realized loss on investments	2,577
Endowment contribution	(1,500)
Donated stock	(3,250)
Change in assets and liabilities:	
Increase in promises to give	(5,298)
Decrease in other client receivable	470
Increase in other current assets	(2,627)
Decrease in accounts payable	(2,713)
Increase in accrued payroll and taxes	7,298
Decrease in deferred income	(3,401)
Net cash provided by operating activities	<u>69,265</u>
<b>Cash flow provided by (used in) investing activities</b>	
Proceeds from sale of investments	18,175
Purchase of investments	(2,799)
Reinvested dividends	(24,168)
Increase in cash restricted	(286)
Collection of endowment promise to give	5,750
Purchase of fixed assets	(28,123)
Decrease in security deposits	(406)
Net cash used in investing activities	<u>(31,857)</u>
<b>Cash flow provided by (used in) financing activities</b>	
Principal payments of long-term debt	(6,716)
Increase in HSGP - client receivable	(13,133)
Decrease in HSGP - state receivables	1,388
Increase in HSGP vouchers outstanding	10,956
Increase in HHARLF - client receivables	198
Decrease in HHARLF vouchers outstanding	(3,165)
Net cash used in financing activities	<u>(10,472)</u>
Net increase in cash and cash equivalents	26,936
Cash and cash equivalents, Beginning of Year	<u>327,546</u>
Cash and cash equivalents, End of Year	<u>\$ 354,482</u>
<b>SUPPLEMENTAL INFORMATION</b>	
Interest paid	<u>\$ 12,812</u>

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

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**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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**NOTE A. NATURE OF ORGANIZATION**

The Front Door Agency, Inc. was established to offer support and provide services to assist individuals and families transition from crisis to self-sufficiency. Its community service outreach program is made available to residents of Nashua, New Hampshire and its surrounding towns. It provides housing-related supportive services including; rental and utility assistance, extensive transitional housing services, security deposit loans, and other housing related needs. In addition, it provides assistance with transportation, medical and dental care, food, and with the holidays. It also offers a comprehensive financial literacy program.

**NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Accounting Method

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Non-cash Contributions

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

Promises to Give

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

Financial Statement Presentation

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

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

---

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

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

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

Cash and Cash Equivalents

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

Investment Securities

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

Property and Depreciation

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

<u>Description</u>	<u>Life</u>
Building and improvements	4-27
Leasehold improvements	4-10
Equipment & furniture	3-7

Allowance Method

The Agency uses the allowance method to account for bad debts. The allowance is based on prior years' experience and management's analysis of specific promises to give. An allowance for bad debts of \$5,000 was required for the year ended June 30, 2016.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue

Deferred revenue of \$28,250 consists of sponsorships for future events.

Functional Allocation of Expenses

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

Use of Estimates

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

Income Taxes

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

The Agency's income tax filings are subject to audit by various taxing authorities. At June 30, 2016, the Agency's open audit periods included periods ended June 30, 2013 through 2016. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

NOTE C. CASH RESTRICTED

As a requirement of some of the mortgages, segregated annual contributions are required and will be used for capital improvements subject to the approval of mortgagor.

NOTE D. NET ASSETS

Unrestricted, temporarily restricted and permanently restricted net assets include the following at June 30, 2016:

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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NOTE D. NET ASSETS (Continued)

Unrestricted Net Assets:	
Board designated endowment funds	\$ 272,199
Unrestricted operating funds	<u>639,311</u>
	<u>\$ 911,510</u>
Temporarily Restricted Net Assets:	
Santa fund	\$ 39,074
Renovations	7,778
Program	<u>19,000</u>
	<u>\$ 65,852</u>
Permanently Restricted Net Assets:	
Donor-restricted endowments funds	<u>\$ 290,415</u>

NOTE E. ENDOWMENTS

Endowment assets included the following at June 30, 2016:

Cash	\$ -
Marketable securities	556,797
Promises to give, net of a \$5,000 reserve	<u>5,817</u>
Total	<u>\$ 562,614</u>

Marketable securities with a cost of \$508,450 and an unrealized gain of \$48,347 are presented above at market value.

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

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

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

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

**NOTE E. ENDOWMENTS (Continued)**

Endowment net asset composition by type of fund consists of the following as of June 30, 2016:

Endowment Funds	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted	\$ -	\$ -	\$ 290,415	\$ 290,415
Board-designated	<u>272,199</u>	<u>-</u>	<u>-</u>	<u>272,199</u>
	<u>\$ 272,199</u>	<u>\$ -</u>	<u>\$ 290,415</u>	<u>\$ 562,614</u>

Changes in endowment net assets for the year ended June 30, 2016, were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets June 30, 2015	\$ 280,436	\$ -	\$ 288,915	\$ 569,351
Investment return:				
Interest & Dividends	24,168	-	-	24,168
Unrealized losses	(9,762)	-	-	(9,762)
Realized losses	(2,577)	-	-	(2,577)
Fees	(66)	-	-	(66)
Withdrawal	(20,000)	-	-	(20,000)
Endowment contributions	<u>-</u>	<u>-</u>	<u>1,500</u>	<u>1,500</u>
Endowment net assets June 30, 2016	<u>\$ 272,199</u>	<u>\$ -</u>	<u>\$ 290,415</u>	<u>\$ 562,614</u>

Return Objectives, Risk Parameters, Strategies and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities as listed above.

The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities and cash.

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

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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

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

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

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

**NOTE H. REVOLVING LOAN FUND (RLF) - CLIENT RECEIVABLES**

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

**NOTE I. REVOLVING LINE OF CREDIT**

The Agency has a \$75,000 revolving line of credit with Triangle Credit Union that was unused as of June 30, 2016. Amounts borrowed on the credit line are payable on demand and carry an interest rate of the prime rate plus .5% (currently 4%). The credit line is secured by a security interest in all The Front Door Agency, Inc.'s assets, and expires October 30, 2021.

**NOTE J. LONG-TERM DEBT**

The Front Door Agency, Inc. is obligated on the following long-term debts at June 30, 2016:

The following mortgages are repaid monthly by the Agency:

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

\$ 15,931



**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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NOTE J. LONG-TERM DEBT (Continued)

Mortgage payable, Citizens Bank, secured by land and building (Vine Street), monthly payment of \$523 including interest at 6.5%, due October 2022. \$ 62,520

Mortgage payable, Community Housing Capital, Inc., secured by land and building (Shattuck Street), monthly payment of \$886 including interest at 5%, due June 2027. 154,748

The following mortgages are repaid through forgiveness of debt by the mortgagor:

Mortgage payable, City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive the debt equally over 20 years, retroactively to March 2007. 65,500

Mortgage payable, City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due and principal will be forgiven equally over a 20-year period beginning in December 2012 278,936

Mortgage payable, City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property, interest is not due and principal will be forgiven over a remaining 11 year period ending in October 2022. 210,000

This mortgage has no annual repayment:

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

Current maturities 7,477

\$ 983,658

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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NOTE J. LONG-TERM DEBT (Continued)

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

2017	\$ 7,477
2018	7,875
2019	8,294
2020	8,738
2021	9,205
Thereafter	746,046
No required repayment	<u>203,500</u>
	<u>\$ 991,135</u>

NOTE K. IN-KIND DONATION INTEREST/CANCELATION OF DEBT

Mortgage obligations to the City of Nashua, as detailed in Note J, have no required interest due unless the Agency does not meet certain rental affordability and ownership requirements. The Agency has recorded a donation from the City of Nashua of interest totaling \$45,125 that would have been due for the fiscal year ended June 30, 2016, on the mortgages at the estimated prevailing interest rates on the date the mortgages were received.

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

NOTE L. INVESTMENT INCOME

Investment income consists of the following:

Interest and dividend	\$ 24,168
Realized losses	(2,577)
Unrealized losses	<u>(9,762)</u>
	<u>\$ 11,829</u>

NOTE M. PENSION PLAN

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

The 401(k) plan provides for matching of employee contributions in such amounts as management may determine up to \$500 per participant annually.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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**NOTE M. PENSION PLAN (Continued)**

Additionally, the Agency can make discretionary pro-rata contributions. Matching contributions are vested immediately and pro-rata contributions are fully vested after five years.

Pension expense for the plan charged to operations for the year ended June 30, 2016, was \$9,734.

**NOTE N. OPERATING LEASE OBLIGATIONS**

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, as a tenant-at-will, at a rate of \$1,400 per month. The Agency also rents two apartments, one for \$400 per month under a lease expiring on December 31, 2016 and an apartment for \$400 per month under a lease expiring January 31, 2017.

The Agency leases a telephone system under the terms of an agreement that was renewed in April 2015. Under the renewal, which expires April 2017, the monthly lease payments increased from \$672 to \$705.

The Agency also leases a copier for \$308 per month. The copier lease expires in June 2017.

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

Year ending June 30:

2017	\$ 15,946
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**NOTE O. CONTINGENCIES/PROGRAM RELATED**

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

**NOTE P. CONTINGENCY/FACILITY RELATED**

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

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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**NOTE P. CONTINGENCY/FACILITY RELATED (Continued)**

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

For each month the Agency meets the ownership and use performance requirements, the non-performance mortgage liability reduces from \$115,440 at June 30, 2016 to zero in 2019.

Compliance is fully intended through 2019 and beyond and therefore this contingent liability is not recorded in the accompanying financial statements.

**NOTE Q. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2016, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

**NOTE R. FAIR VALUE MEASUREMENTS**

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

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

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

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

The Agency assess the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the year ended June 30, 2016, there were no such transfers.

**THE FRONT DOOR AGENCY, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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**NOTE R. FAIR VALUE MEASUREMENTS (Continued)**

For the year ended June 30, 2016, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

*Investment Securities*

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

**NOTE S. SUBSEQUENT EVENTS**

Management has evaluated events through November 9, 2016, the date that the financial statements were available to be issued.



## BOARD OF DIRECTORS 2016-2017

### Officers

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

### Board of Directors

Mrs. Erin Almeda*	Former Concord Hospital
Mrs. Karen Carlisle	Crowne Plaza
Mrs. Jackie Clancy	Southern NH Health System
Mr. Zachary Duprey	The Provident Bank
Ms. Paula Farrer	Right Networks, LLC
Mr. Nick Frasca	Frasca & Frasca, P.A.
Mr. Cory Hussey	Stanley Elevator
Mr. Kip Jackson	Pegasystems
Ms. Molly Kepner	The Berstein Shur Group
Ms. Amy LaBelle	LaBelle Winery
Ms. Linda LaFleur	MESH Interactive Agency
Mr. Michael Martinez*	Cityside Management
Mr. David S. McGinley	Retired
Ms. Suneela Mistry	UniClean Cleanroom Services
Mr. Jeff Monahan	The Monahan Companies
Mrs. Beth Needham	Eaton & Berube
The Rev. Dr. Robert Odierna*	Church of the Good Shepherd
Ms. Megan Pollack	Teach for America
Mr. Walter Razzaboni, Jr.	UBS Financial Services
Mr. Robert Shaw	Texas Instruments

### Advisory Board

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

\*Denotes Past Presidents

# Maryse A. Wirbal

## PROFESSIONAL SUMMARY

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

## WORK HISTORY

### *Chief Executive Officer*

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

**Nashua, NH**

**1998- Present**

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

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

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

**Major Accomplishments include:** Developing five housing projects; increasing programs and budget by nearly 60%; conceiving, initiating and enhancing fund raising activities; increasing donor support; developing five strategic plans and accomplishing 90% of goals; creating a \$550,000 endowment fund; creating and maintaining community collaborations.

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

December 2012

### *Business Manager*

**1995-1998**

**Nashua Pastoral Care Center, Inc., Nashua, NH**

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

*Accounting Associate*

**Velcro USA, Inc., Manchester, NH**

**1994-1995**

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

*Teller Supervisor*

**First NH Bank – Nashua Trust Division, Nashua, NH**

**1987-1992**

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

**EDUCATION**

*Graduate*

**Leadership New Hampshire, Concord, NH**

June 2005

*Graduate*

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

June 1998

*BS, Business Finance; Minor, Economics*

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

May 1993

**Certificate, Basic Tax Preparation**

**H & R Block, Merrimack, NH**

1996

**COMMUNITY INVOLVEMENT/INTERESTS**

Immediate Past-President, Rotary Club of Nashua (a member of the Rotary Club of Nashua since 1998)	Current
Member, United Way of Greater Nashua Community Needs Assessment Committee	1999-Present
Executive Board Member, Greater Nashua Continuum of Care	1998-Present
Board Member, Hunt Community 2014-Present	2005-2013/ 2014-Present
Board Member, Hunt Senior Living	2014-Present
Advisory Member, Nashua Area Health Center	2003-2012
Executive Board Member, Greater Nashua Chamber of Commerce	2004-2010
School Board Member, Infant Jesus School, Nashua	2005-2009
Board Member, Greater Nashua Dental Connection, Inc. (founding member, treasurer, and past president)	1998-2005
Member, Nashua Mayor's Task Force on Affordable Housing	2003
Advisory Member, American Cancer Society	1998-1999

**REFERENCES FURNISHED UPON REQUEST**



## Sandra DeLosa

### Profile

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

### Experience

#### **The Front Door Agency**

**March 2014-Present**

*Director Of Homeless and Housing Services*

- Responsible for assessing and assisting those in need through the Agency's direct service programs including but not limited to: CARE (Crisis Advocacy & Resource Education Program) Prevention & Intervention of Homelessness, Financial Literacy and Rapid Re-Housing.
- Provide case management services to families and individuals in each program.
- Screen families and individuals to determine eligibility for assistance and verify all income and expenses.
- Working closely with landlords and utility companies to negotiate payment plans.
- Working closely with other area resources including local welfare offices to effectively assist a family from becoming homeless while not duplication efforts.
- Developing and enhancing the curriculum of the Financial Literacy Program.
- Represent the Front Door Agency as a Community Partner with the NH Community Loan Fund in screening potential applicants for post-secondary education savings goals.
- Actively participate in the Greater Nashua Continuum of Care and subcommittees deemed appropriate.
- Prepare all necessary statistical and outcome measurement reporting.
- Participate in fund raising activities within the Agency.
- Maintain proper records documentation in The Front Door agency data base, including HMS for prevention program.

#### **St. Joseph Hospital- Nashua Pediatrics**

**April 2012-July 2014**

*Patient Companion/Patient Service Representative*

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

Homeless Housing and Access Revolving Loan Fund  
Re: RFA-2018-BHHS-02-HOMEL

**New England Rehabilitation Hospital**

**July 2011-April 2012**

*Sitter*

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

**PetSmart and Sears**

**2005-2011**

*Customer Service*

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

**Education**

**Nashua High School North**

**2004-2008**

**Nashua Community College**

**2011-2014**

Associates of Science in Human Services

**Southern New Hampshire University**

**2014-2016**

BA Psychology

**Skills**

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

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: THE FRONT DOOR AGENCY, INC.

Name of Contract: HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF)  
RFA-2018-BHHS-02-HOMEL

BUDGET PERIOD: SFY 18			PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB TITLE	SALARY		
Sandra DeLosa	Director of Homeless & Housing	\$28,500	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

Subject: Homeless Housing and Access Revolving Loan Fund (HHARLF) (RFA-2018-BHHS-02-HOMEL-06)

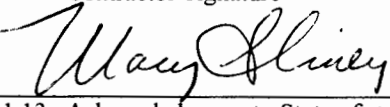
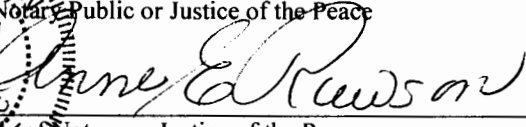
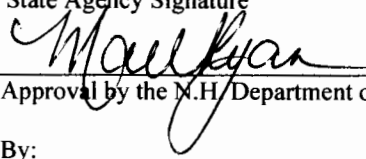
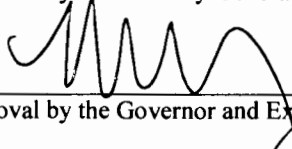
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Way Home, Inc.		1.4 Contractor Address 214 Spruce Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-218-1421	1.6 Account Number 05-95-42-423010-7925-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$14,284.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mary Sliney, Executive Director	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> .  On <i>April 20, 2017</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 			
1.13.2 Name and Title of Notary or Justice of the Peace Anne Rawson - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <i>5/3/17</i> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Attorney 5/15/17</i>			
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.

Contractor Initials JMS  
Date 4/11/17

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**

**1. Provisions Applicable to All Services**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the Homeless Housing and Access Revolving Loan Fund (HHARLF). In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. 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.
- 1.5. 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.
- 1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

**2. Scope of Work**

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in





Exhibit A

accordance with New Hampshire Emergency Shelter Homeless Housing and Access Revolving Loan Fund (HHARLF) RSA 126-A:63, it will utilize Homeless Housing and Access Revolving Loan Fund (HHARLF) funds for contract services indicated below and specified in Exhibit B of this agreement.

- 2.2. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
- 2.3. The Contractor shall disburse funds or equivalent vouchers to landlords.
- 2.4. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.
- 2.5. The Contractor shall establish loan repayment terms as established by the Department in consultation with the Governor's Interagency Council on Homelessness, and include the requirement that repayment begins no later than one hundred and twenty (120) days after the loan is disbursed.
- 2.6. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.
- 2.7. The Contractor shall be responsible for all Manchester families, which shall be known as their Service Area.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports documenting all activities related to HHARLF services, including tracking the default rate, and monitoring dispersed and recovered HHARLF funds.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.



Exhibit A

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- 4.2. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with Contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.



Exhibit B

**Method and Conditions Precedent to Payment**

**1. General Provisions**

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This Contract is funded 100% by the New Hampshire General Fund as follows:
  - 1.2.1. SFY18 not to exceed \$7,142
  - 1.2.2. SFY19 not to exceed \$7,142
  - 1.2.3. July 1, 2017 – June 30, 2019: Not to exceed \$14,284
- 1.3. Subject to the availability of State general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program, in an amount not to exceed, and for the time period specified above.

**2. Reports**

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one (1) 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 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.



**Exhibit B**

- 3.2. **Payment of Project Costs:** Subject to the availability of State, general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report, or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The Homeless Housing and Access Revolving Loan Fund Program.
4. **Use of Grant Funds**
- 4.1. The State agrees to provide payment for actual costs, up to but not to exceed the amount for the Homeless Housing and Access Revolving Loan Fund Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to 2 CFR part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.
5. **Contractor Financial Management System**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.



**Exhibit B**

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- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.2 of this Agreement.



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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





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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

Contractor Name:

4/11/17  
Date

Mary Stiney  
Name: Mary Stiney  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

4/11/17  
Date

Mary Sloney  
Name: Mary Sloney  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

4/11/17  
Date

Contractor Name:  
Mary Stiney

Name: Mary Stiney  
Title: Executive Director





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

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

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

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

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

Exhibit G

Contractor Initials

MS

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

Date

4/11/17

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

*Mary Sloney*

4/11/17  
Date

Name: *Mary Sloney*  
Title: *Executive Director*

Exhibit G

Contractor Initials *MS*

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

Date 4/11/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

4/11/17  
Date

Mary Blaney  
Name: Mary Blaney  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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





Exhibit I

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

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

Department of Health and Human Services

The State

Maureen Ryan  
Signature of Authorized Representative

Maureen Ryan  
Name of Authorized Representative

Director  
Title of Authorized Representative

5/4/17  
Date

The Way Home

Name of the Contractor

Mary Slincy  
Signature of Authorized Representative

Mary Slincy  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

4/11/17  
Date



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

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

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

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

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

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

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

Contractor Name: The Way Home

4/11/17  
Date

Mary Stiney

Name: Mary Stiney  
Title: Executive Director



**FORM A**

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

1. The DUNS number for your entity is: 146 234 211 000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

**New Hampshire Department of Health and Human Services  
Exhibit K**



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

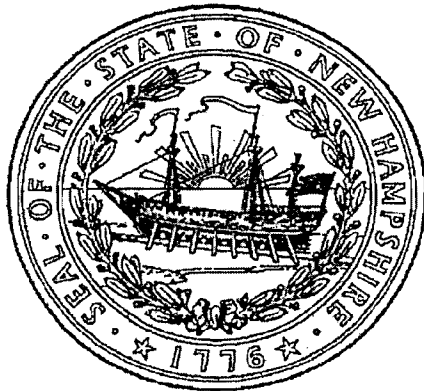
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE WAY HOME, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 25, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 145298



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Brian Shaughnessy, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Way Home

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on **Voting by electronic communication protocols as outlined in the Organization's by-laws**

(Date)

**RESOLVED:** That the **Executive Director**

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

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

the 11 day of April, 2017.

(Date Contract Signed)

4. **Mary Slincy** is the duly elected

(Name of Contract Signatory)

**Executive Director**

(Title of Contract Signatory)

of the Agency.

Brian Shaughnessy, President  
(Signature of the Elected Officer)

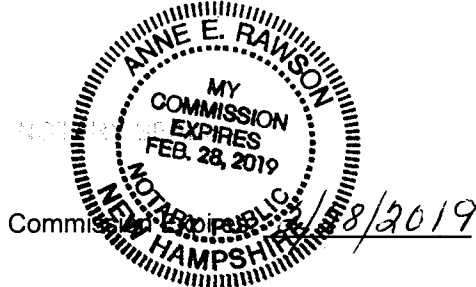
STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 11 day of April, 2017.

By Brian Shaughnessy  
(Name of Elected Officer of the Agency)

Anne Rawson  
(Notary Public/Justice of the Peace)





WAYHOME-01

SLAMERE

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
03/03/2017

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 have ADDITIONAL INSURED provisions or 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> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Donna P. Beaudoin, CPCU <b>PHONE (A/C, No, Ext):</b> (603) 715-9734 <b>E-MAIL ADDRESS:</b> dbeaudoin@davistowle.com	<b>FAX (A/C, No):</b> (603) 225-7935	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  The Way Home, Inc. 214 Spruce Street Manchester, NH 03103	<b>INSURER A:</b> Mesa Underwriters Specialty		
	<b>INSURER B:</b> Torus Specialty Insurance Co.		
	<b>INSURER C:</b> Great Falls Insurance Company		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			MP0020003002411	07/15/2016	07/15/2017	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 \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			86352T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> Y N/A	WCD937690017	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000


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

\*\* Workers Comp Information \*\*

Proprietors/Partners/Executive Officers/Members Excluded: James Freiburger

3A States: NH

**CERTIFICATE HOLDER****CANCELLATION**

<b>NH DHHS</b> 129 Pleasant St Concord, NH	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> 





The Way Home

Because Everyone Deserves a Home . . .

214 Spruce Street, Manchester, NH 03103

Tel: 603-627-3491 Fax: 603-627-2825

## THE WAY HOME

### OUR VISION

*To be the innovative, responsive grassroots organization committed to creatively helping those with the least resources increase access, raise hope and build self-esteem.*

### OUR MISSION

*To assist lower income families and individuals obtain and keep safe affordable housing, offer supportive services to nurture their independence, and advocate for greater opportunity.*

### OUR VALUES AND PRINCIPLES

- LEADER:** We believe and act on our noble mission and are willing to give voice and action to our commitment to provide housing and support services to our clientele. We are also committed to developing leadership in the client base we serve.
- DIGNITY:** We believe that those with the least in our community deserve to be treated with dignity, respect and encouragement.
- BASIC RIGHT:** We believe that affordable housing is a basic human right.
- COLLABORATE:** We often form coalitions to do our work and encourage others to join with us to effect change and create results.
- PEOPLE FIRST:** We believe in our clientele and are committed to helping them see that they are productive players in our community.
- ADVOCATE:** We are advocates for our clients and their needs.

**THE WAY HOME, INC.**  
**FINANCIAL STATEMENTS**  
**June 30, 2016 and 2015**

**THE WAY HOME, INC.**  
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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
The Way Home, Inc.  
214 Spruce Street  
Manchester, NH 03101

We have audited the accompanying financial statements of The Way Home, Inc., (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Way Home, Inc., as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on page 5 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Hennessey & Vallee, PLLC*

Hennessey & Vallee, PLLC  
Concord, New Hampshire  
September 20, 2016

**THE WAY HOME, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**June 30, 2016 and 2015**

	2016	2015
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash, unrestricted	\$ 29,544	\$ 134,069
Cash, temporarily restricted	172,875	170,442
Grants receivable	122,694	69,645
Pledges receivable	6,263	11,579
Accounts receivable	95,929	113,719
Prepaid expenses	27,327	13,725
Total current assets	<u>454,632</u>	<u>513,179</u>
<b>Property and Equipment</b>		
Land, buildings and improvements	2,581,807	2,581,807
Furniture and equipment	147,779	147,779
Less: accumulated depreciation	<u>(663,858)</u>	<u>(607,867)</u>
Net property and equipment	<u>2,065,728</u>	<u>2,121,719</u>
<b>Other Assets</b>		
Loans receivable	266,383	340,108
LSRLF receivable	32,838	33,138
Pin and book inventory	1,830	1,830
Total other assets	<u>301,051</u>	<u>375,076</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 2,821,411</u></b>	<b><u>\$ 3,009,974</u></b>
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Current portion of long-term debt	\$ 23,821	\$ 25,395
Deferred revenue, grants and pledges	26,707	24,701
Accounts and other payables	<u>55,171</u>	<u>78,951</u>
Total current liabilities	<u>105,699</u>	<u>129,047</u>
<b>Long-Term Liabilities</b>		
Notes payable, less current portion	1,869,594	1,894,831
Guaranteed security deposits, less current portion	<u>462,772</u>	<u>553,912</u>
Total long-term liabilities	<u>2,332,366</u>	<u>2,448,743</u>
<b>TOTAL LIABILITIES</b>	<b><u>2,438,065</u></b>	<b><u>2,577,790</u></b>
<b>NET ASSETS</b>		
Unrestricted	215,520	261,742
Temporarily restricted	<u>167,826</u>	<u>170,442</u>
Total net assets	<u>383,346</u>	<u>432,184</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 2,821,411</u></b>	<b><u>\$ 3,009,974</u></b>

*See accompanying Notes to Financial Statements*

**THE WAY HOME, INC.**  
**STATEMENTS OF ACTIVITIES**  
**June 30, 2016 and 2015**

	2016	2015
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>		
Revenues and Gains		
Donations	\$ 34,020	\$ 84,934
Fundraising events	13,086	8,886
Rental income	221,537	187,478
Miscellaneous revenue	15,782	6,690
Insurance proceeds	3,965	298,351
In-kind contributions	34,313	53,180
Interest	31	67
Forgiveness of debt	6,670	6,670
Total revenues and gains	<u>329,404</u>	<u>646,256</u>
Net Assets Released from Restrictions		
Government grants	868,759	786,016
Foundations and other grants	145,017	192,477
Total net assets released from restrictions	<u>1,013,776</u>	<u>978,493</u>
Fund Transfers	<u>2,616</u>	<u>-</u>
Total unrestricted revenues, gains and other support	<u>1,345,796</u>	<u>1,624,749</u>
Functional Expenses		
Client services	1,270,982	1,538,287
Management and general	94,066	142,833
Fundraising	26,970	34,050
Total functional expenses	<u>1,392,018</u>	<u>1,715,170</u>
NET INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>(46,222)</u>	<u>(90,421)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS	<u>(2,616)</u>	<u>-</u>
INCREASE (DECREASE) IN NET ASSETS	(48,838)	(90,421)
NET ASSETS, Beginning of Year	<u>432,184</u>	<u>522,605</u>
NET ASSETS, End of Year	<u>\$ 383,346</u>	<u>\$ 432,184</u>

*See accompanying Notes to Financial Statements*

**THE WAY HOME, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**June 30, 2016 and 2015**

	Client Services	Property Management & Supportive Housing	Management & General	Fundraising & Special Events	Total 2016	Total 2015
Salaries	\$ 282,457	\$ 92,198	\$ 102,187	\$ 14,865	\$ 491,706	\$ 509,891
Benefits and payroll taxes	94,297	31,603	18,210	4,812	148,921	153,909
Professional services	11,902	4,345	8,724	-	65,519	102,691
Supplies	4,730	357	7,598	54	9,396	9,787
Telephone and internet	1,050	45	18,929	-	20,024	18,432
Postage	-	-	3,630	7	3,638	4,265
Occupancy	-	64,342	19,918	-	68,873	74,505
Insurance	-	14,030	6,663	-	20,694	18,140
Building maintenance and supplies	22,187	44,371	11,315	-	43,916	45,067
Vehicle expenses	3,528	-	-	-	3,528	2,331
Apartment furnishings	-	5,288	-	-	5,288	5,231
Depreciation	-	41,983	14,008	-	55,991	59,625
Printing	558	-	1,136	210	1,904	1,375
Travel, mileage and conferences	5,540	1,874	951	136	5,757	4,440
Memberships, fees and subscriptions	100	-	1,056	100	1,256	1,159
Meetings expense	-	-	1,577	-	4,325	6,071
HHS job expense	-	-	-	-	20	4,191
Miscellaneous expenses	2,748	-	5,845	8	3,094	2,026
Interest expense	-	2,207	-	-	2,207	2,488
In-kind goods and services	34,313	-	-	-	34,437	53,180
Payroll services	-	-	2,391	-	2,391	2,115
Non-capital equipment	-	330	1,123	728	1,851	2,673
Fundraising expense	-	-	-	6,050	6,050	4,541
Equipment rental and maintenance	-	-	8,614	-	8,614	5,724
Building repairs - 214 Spruce Flood Damages	-	15,258	-	-	21,470	254,600
Specific assistance to individuals	124,646	203,290	27	-	327,964	338,868
General program expense	-	2,851	-	-	14,466	10,963
Real estate taxes	-	18,718	-	-	18,718	16,882
Administrative and general allocation	52,776	55,471	(108,247)	-	-	-
Facility allocation	3,633	27,956	(31,589)	-	-	-
Housing Resource Center Allocation	(55,641)	55,641	-	-	-	-
Total expenses	\$ 588,824	\$ 682,158	\$ 94,066	\$ 26,970	\$ 1,392,018	\$ 1,715,170

See accompanying Notes to Financial Statements



**THE WAY HOME, INC.**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended June 30, 2016 and 2015**

	2016	2015
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income (loss)	\$ (48,838)	\$ (90,421)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	55,991	59,625
(Increase) decrease in -		
Grants receivable	(53,049)	15,141
Pledges receivable	5,316	921
Accounts receivable	17,790	(90,340)
Prepaid expenses	(13,602)	3,087
Loans receivable	73,725	48,108
LSRLF receivable	300	200
Increase (decrease) in -		
Accounts and other payables	(23,780)	(9,212)
Deferred revenue, grants and pledges	2,006	(35,040)
Program reserves	-	(9,658)
Security deposits payable	(91,140)	18,217
Net cash provided (used) by operating activities	<u>(75,281)</u>	<u>(89,372)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net cash provided (used) by investing activities	<u>17,312</u>	<u>-</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments	<u>(26,811)</u>	<u>(22,888)</u>
Net cash used by financing activities	<u>(26,811)</u>	<u>(22,888)</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>(84,780)</b>	<b>(112,260)</b>
CASH, Beginning of Year	<u>287,199</u>	<u>399,459</u>
CASH, End of Year	<u>\$ 202,419</u>	<u>\$ 287,199</u>

*See accompanying Notes to Financial Statements*

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Organization's first program, a security deposit loan program, was created in 1987/88 by the Greater Manchester Low Income Housing Network in response to housing concerns identified in a United Way Community Needs Study. Services began in Manchester, NH in January 1988 under a fiscal agent with the Network serving as an Advisory Committee. The Organization was incorporated as a NH nonprofit on August 25, 1989 to assure continuation of this housing assistance program. It was originally known as The Security Deposit Loan Fund of Greater Manchester. Its primary purpose was to make loans that will be utilized for the security deposits, targeting low-income households, which, without the security deposit loan and housing counseling services would otherwise remain or become homeless.

During the fiscal year ended June 30, 1998, the Organization changed its' name to The Way Home, Inc. The Organization believed this new name more effectively reflected the purpose of the Organization, more properly represented the growth of purpose from its original concept, and more easily linked into the service areas that clients will need.

The Organization's office is located in Manchester, New Hampshire. Services provided include:

- Homeless prevention, outreach & intervention services, including homelessness prevention grants
- Rental housing counseling which teach tenants self-help skills, provides housing advocacy, and assists with landlord negotiations
- Financial management education for homeless persons, low income renters, and at-risk homeowners
- Housing counseling for at-risk home owners with a focus on foreclosure prevention
- Steps to success coaching and workshops on self-sufficiency skills
- Healthy home services to help address in-home environmental hazards with a special focus on vulnerable populations
- A housing resource center, a welcoming week-day facility for homeless and at-risk individuals
- Transitional housing apartments for homeless children and their families
- Development and/or management of supportive housing for several special needs populations, including chronically homeless individuals/families and homeless veterans
- Community advocacy to help the voice of low income households be heard on housing related issues

*Method of Accounting*

The Organization uses the accrual method of accounting, recognizing income when earned rather than received and expenses when incurred rather than when paid.

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Standards of Accounting and Financial Reporting*

During 1995, the Organization adopted Statement of Financial Accounting Standards (SFAS) No. 116, Accounting for Contributions Received and Made, and SFAS No. 117, Financial Statements for Not-for-Profit Organizations. SFAS No. 116 requires that certain unconditional promises to give (pledges) and contributions be recorded as support in the period received.

SFAS No. 117 establishes standards for general purpose external financial statements for not-for-profit organizations and requires that resources be classified for accounting and reporting categories according to externally (donor) imposed restrictions as follows:

Unrestricted Net Assets – Include the portion of expendable unrestricted funds that are available for support of the Organization’s operations. In a prior year, the Board of Directors designated restrictions on portions of the net assets as classified on the statements of financial position.

Temporarily Restricted Net Assets – Include the portion of funds for which donor or grantor restrictions have not yet been met, and for which the ultimate purpose of the proceeds are not permanently restricted.

Permanently Restricted Net Assets – Include the portion of funds that by donor or grantor restriction require the corpus be invested in perpetuity and only the income be made available for programs or operations in accordance with donor restrictions.

*Estimates*

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

*Statements of Cash Flows*

The Organization has adopted Financial Accounting Standard No. 95. “Statements of Cash Flows”. For purposes of this statement, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

*Fixed Assets*

The Organization capitalizes property and equipment over \$1,500. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Depreciation on equipment is computed using the straight-line method over an estimated useful life of 3 to 10 years. The building and renovations are being depreciated over an estimated life of 20 to 50 years. See Note 6 regarding donated equipment.

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Income Taxes*

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the United States Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2016, 2015 and 2014 are subject to examination by the IRS, generally for three years after they are filed.

*Deferred Revenue*

Funds restricted by grantors for particular operating purposes are deemed to be earned and reported as revenues of the particular fund when the Organization has incurred expenditures in compliance with the specific restrictions. Such amounts received or receivable but not yet earned are reported as deferred revenue. At June 30, 2016 and 2015 there was deferred revenue of \$26,707 and \$24,701 respectively.

*Gifts of Cash, Assets and Services*

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Gifts of long-lived assets with restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained; the Organization reclassifies long-lived assets as unrestricted net assets when the assets are placed in service.

The Organization reports gifts of land, buildings, and equipment, if any, as unrestricted support if there are no donor restrictions. See also Note 6 regarding in-kind contributions.

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**2. NOTES PAYABLE OBLIGATIONS**

At June 30, 2016 and 2015, the Organization had the following mortgage note obligations:

	June 30, 2016	June30, 2015
Note payable to the NH Housing Finance Authority dated October 11, 2001, 0% interest, secured by real estate located at 214 Spruce Street, Manchester, NH with conditional repayment terms which expire after 30 years	\$ 532,533	\$ 532,533
Note payable to the City of Manchester, NH dated June 12, 2001, 0% interest, secured by real estate located at 214 Spruce Street, Manchester, NH with conditional repayment terms which expire after 20 years	26,630	33,300
Note payable to the NH Housing Finance Authority dated December 3, 2008, 1.5% interest, with monthly payments of principle and interest of \$604.17 beginning February 1, 2009, due in full on January 1, 2039, secured by real estate located at 14-16 and 24-26 Ferry Street, Allenstown, NH	135,553	139,992
Note payable to the NH Housing Finance Authority dated December 3, 2008, 0% interest, payable on or before June 24, 2028, secured by real estate located at 14-16 and 24-26 Ferry Street, Allenstown, NH	356,128	357,944
Note payable to the City of Manchester, NH dated October 31, 2012, 0% interest, secured by real estate located at 502 Spruce Street, Manchester, NH with conditional repayment terms expiring after 5 years	44,999	44,999
Note payable (non-recourse) to the NH Housing Finance Authority, dated March 17, 2010, 0%, 30-year term for the purpose of acquisition, construction and permanent financing of Spruce Keys at 224 Spruce Street, Manchester, NH	492,448	492,448
Note payable and Tax Credit Loan, City of Manchester, NH, dated August 7, 2012, 0% interest paid on October 1 <sup>st</sup> each year for 25 years beginning in 2013, secured by real estate located at 85-87 Laurel Street, Manchester, NH	305,124	319,011
Total long-term debt	1,893,415	1,920,227
Less: current portion	(23,821)	(25,396)
Total long-term debt, net of current portion	\$ 1,869,594	\$ 1,894,831

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2016 and 2015

**2. NOTES PAYABLE OBLIGATIONS (CONTINUED)**

Aggregate maturities on all the loan obligations are as follows:

June 30,		
2017	\$	23,821
2018		23,911
2019		24,003
2020		24,096
Future years		<u>1,797,584</u>
Total		<u>\$ 1,893,415</u>

Both of the \$532,533 and the \$26,630 loans are financed with federal funding through the HOME Investment Partnership Program.

As long as the Organization continues to comply with the terms of these loans, that is to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay these loans or any imputed interest on these obligations.

Under the terms of the City of Manchester \$26,630 loan, upon receipt and approval of annual compliance reports, the Organization can decrease the outstanding principal of the mortgage by 6.67% (\$6,670) per year, commencing June 12, 2007. As of June 30, 2016 pursuant to these terms, the Organization has reduced its liability by a total of \$73,370.

Under the terms of the \$356,128 New Hampshire Housing Finance Authority loan, the Organization is required to segregate reserves to meet future insurance, real estate taxes, and maintenance and replacement obligations. The Organization maintains separate restricted accounts to meet these requirements.

The \$356,128 note is financed with federal funding through the HOME Investment Partnership Rental Housing Production Program and is subordinate to the NH Housing Financing Authority 1.75% interest-bearing note.

**3. CAPITAL AND OPERATING LEASE OBLIGATIONS**

There were no operating leases as of June 30, 2016 and 2015.

**4. ACCRUED COMPENSATED ABSENCES**

The Organization had a policy to provide paid vacation benefits based on length of employment. At June 30, 2016 and 2015, the Organization recognized \$24,295 and \$24,253 for unused vacation compensation, respectively.

The Organization provides paid leave time for illness, jury duty, bereavement, military duty or other personal reasons. Pursuant to the Organization's personnel handbook adopted September 1996, family leave does not carry any monetary value. Pursuant to FASB #43, it is not required to accrue any liability for non-vested sick leave.

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2016 and 2015

**5. RESTRICTED AND BOARD DESIGNATED NET ASSETS**

Effective September 30, 1992, the Board of Directors of the Organization voted to segregate funds restricted by grantors for security deposit loans from the loan fund balance, with the excess designated by the board as restricted loan funds.

See also Notes 2 and 8 regarding loans and funds restricted for guaranteed security deposits and other board restricted funds.

**6. IN-KIND CONTRIBUTIONS**

The Organization makes use of volunteer services to supplement its operations and control operating expenses. Donated services are valued in a manner consistent with federal guidelines and volunteer services organization rates. The contribution of services is recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

These financial statements reflect the fair value of donated goods/equipment and services received in the current fiscal year as in-kind income and related expense in the amount of \$34,313 and \$53,180, respectively for the years ended June 30, 2016 and 2015.

The value of donated services and equipment, food and supplies included in the June 30, 2016 and 2015 financial statements and the corresponding expenditures are as follows:

	2016	2015
Operating Fund		
Revenue-		
In-Kind Contributions	\$ <u>34,313</u>	\$ <u>53,180</u>
Expenses-		
In-Kind Services:		
Client services	\$ 25,663	\$ 37,959
Management and general	0	0
Fundraising	<u>0</u>	<u>0</u>
	<u>\$ 25,663</u>	<u>\$ 37,959</u>
In-Kind Equipment and Supplies:		
Client services	\$ 8,650	\$ 15,221
Management and general	0	0
Fundraising	<u>0</u>	<u>0</u>
	<u>\$ 8,650</u>	<u>\$ 15,221</u>

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**7. LOANS RECEIVABLE AND ALLOWANCE FOR UNCOLLECTIBLE RECEIVABLES**

During its first year of operation the Organization implemented an Allowance for Uncollectible Receivables for the security deposit loan program. The allowance was calculated by a formula at an accrual rate of 50% of loans extended.

In 1991 a Letter of Guarantee was instituted to maximize the benefit of this limited resource. In 1993 The Way Home's Security Deposit Guarantee became the model for the State of New Hampshire Housing Security Guarantee Program. In 1996, the Board of Directors voted to formalize the structure of the security deposit loan program, including the allowance for uncollectible receivables. With increased use of the NH HSGP program (see Note 8) the policy was revised to provide an uncollectible allowance only on those guarantees not underwritten by the NH HSGP program. By Fiscal Year 2016, all security deposit loan receivables were underwritten by a funder in a manner that allowed for closing of the remaining uncollectible receivables.

**8. GUARANTEED SECURITY DEPOSITS**

A Letter of Guarantee Program has been developed and implemented by the Organization. Pursuant to this program, the Fund guarantees that a landlord will receive the appropriate percentage of a security deposit when the Fund's client vacates an apartment or the full security deposit when the client has completed their loan repayment. The program requires the landlord to communicate with the Fund and become more active in the deposit process

In 1993 NH State Legislation used The Way Home's Security Deposit Guarantee Program as its model in creating the Housing Security Guarantee Program (HSGP). In Fiscal Years 2015 and 2016, this resource underwrote more than 80% of the Letters of Guarantee issued by The Way Home for its Housing Assistance program. The NH Housing Security Guarantee Program provides guarantees for rental security deposits to eligible persons in accordance with New Hampshire RSA 126: A, 50.

Funds related to the State guarantee program may be drawn only upon determination of uncollectibility of a security deposit loan.

Because the Organization now has an underwriter for a significant amount of the guarantees, and after careful study, the Organization has revised the policy of providing a reduction in cash reserve requirements for all guarantees to a minimum of 50% of guarantees not covered by the NH Housing Security Guarantee Program.

**9. SPECIAL ASSISTANCE TO INDIVIDUALS**

Pursuant to the requirements of grantors, during 2016 and 2015 the Organization distributed \$327,964 and \$338,868, respectively, on behalf of individuals for such items as security deposits, rents, utilities, to end or prevent homelessness. More than 85% of this assistance was in the form of grants for qualified individuals, underwritten by several different program funds, including HUD HOME Tenant Based Rental Assistance, HUD Emergency Solutions Grant, HUD Continuum of Care Permanent Supportive Housing, and NH State Grant in Aid. The remaining assistance for homeless and at-risk renters was in the form of default reimbursement for the rental assistance loans, underwritten by NH HSGP and NH HHARLF programs.



THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**10. HEALTHY HOME SERVICES PROGRAM**

The Way Home's Healthy Home Services grew out of a special project, begun with EPA funding in 1995, to empower a group of low income tenants in Manchester to work in collaboration with the Manchester Health Department to build a grassroots Lead Poisoning Prevention campaign.

The result is a peer educator empowerment process that guides emerging leaders from the low-income community. In 1997 the leadership of these low income women created The Way Home's Healthy Home Services to protect children from environmental hazards in the home. Through their work, the City of Manchester was named as an EPA Child Health Champion Community and also secured HUD grants to remediate lead paint hazards. The Way Home served on the 2007 NH Lead Poisoning Prevention Legislative Study Commission and is serving on the NH Healthy Homes Steering Committee and the City of Manchester Healthy Homes Partnership. Project staff includes a Healthy Home Specialist and housing counselors/advocates trained in healthy home education. The team has been called upon by the Manchester Health Department to assist tenants living with pest infestations. The Fiscal Year 2016 and 2015 program included a special EPA Environmental Justice Project to provide tenant education and support services to help low income tenants do their part as a key component of Integrated Pest Management in rental housing; and a Healthy Home Contract with the City of Manchester as part of its HUD Lead Hazard Reduction Demonstration Grant funded healthy housing program. The Way Home's Healthy Home Services Program includes healthy home apartment inspections, in-home peer support with education and resources, education on lead poisoning prevention and safe pest management, education on reporting substandard housing conditions.

**11. STEPS TO SUCCESS SUPPORTIVE SERVICES LINKED TO HOUSING COUNSELING & SUPPORTIVE HOUSING PROGRAMS**

Steps to Success Supportive Services build skills for homeless and at-risk clients to gain access to and remain in permanent housing. The Organization's Steps to Success program is provided by Housing Counselors and Housing Advocates who help individuals to set appropriate goals and coach them on action steps to meet these goals. These supportive services are available to clients in The Way Home's transitional housing, permanent housing, and general housing counseling programs. In fiscal year 2016 and 2015, The Way Home owned and/or leased 51 units of housing, including 7 transitional units in its 214 Spruce Street facility, which opened in 2002. The Way Home's Steps to Success supportive services are also used as part of its HUD Continuum of Care (CoC) funded permanent supportive housing programs; its HUD ESG & HUD CoC funded rapid re-housing programs; and for special needs clients in its general housing counseling programs.

**12. UNDER THE BRIDGE PROGRAM**

The Organization has been instrumental in the publication of a book of stories and poems written by Manchester, NH homeless individuals. It is a self-advocacy and fund-raising program that serves as a tool for training staff who work with the homeless and at-risk population and for general public information. Proceeds from the sale of the book are used for special needs of The Way Home's homeless clients and the very poor clients at risk of homelessness.

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**13. MERCY FUND PROGRAM**

Donations relative to this program are managed by a staff member affiliated with the Sisters of Mercy and are committed to service to the poor. It provides assistance to the Organization's clients with basic necessities.

**14. HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF) PROGRAM**

The New Hampshire Department of Health and Human Services Bureau of Homeless and Housing Services began administering a new program, the Homeless Housing and Access Revolving Loan Fund, set forth by State Legislation in 2007 to assist homeless persons to secure an apartment. The Way Home, Inc., as a local provider for the Bureau's homeless prevention intervention services, began implementing this new program in January 2008. The HHARLF Program provides guarantees of rental security deposits and/or first month's rent to eligible persons. This is a loan program with a guarantee to the landlord that, in the event of a default, they will be reimbursed the amount of the security deposit. The client will be responsible to make monthly payments towards the security deposit and/or first month's rent to the HHARLF provider and, when the deposit is paid in full, the security deposit will be transferred to the landlord.

**15. HUD CERTIFIED HOUSING COUNSELING AGENCY PROGRAM**

Since 2002, the Organization has been approved by the U.S. Department of Housing and Urban Development (HUD) as a Housing Counseling Agency. As such, the Organization provides one on one counseling and group education classes for homeless persons, low income renters, and homeowners at-risk of foreclosure. Applicants for The Way Home's housing services are scheduled for a needs assessment with a housing counselor. Those seeking rental assistance are also scheduled for a Financial Literacy Class. Homeless persons are helped to access shelter & services and take steps to succeed in rental housing. Renters are helped to make housing more affordable, prevent eviction, and work with landlords to reduce in-home health hazards. Homeowners are helped to prevent loss of their home. Those who cannot save their home are helped to secure rental housing.

**16. PERMANENT SUPPORTIVE HOUSING – YOUR WAY HOME PROGRAM**

During the fiscal year ending June 30, 2007, the Organization began the Your Way Home Program.

Permanent Supportive Housing is an intensive model of housing and services designed to serve individuals with a disabling condition that contributed to long term homelessness.

During fiscal year ending 2016, the Organization was awarded federal funding to provide help for these homeless individuals and families.

THE WAY HOME, INC.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2016 and 2015

**17. MORTGAGE RESETTLEMENT THRU NH HOUSING**

In 2012 the State of New Hampshire launched a robust foreclosure intervention initiative (the Program). This three-year program is being supported by \$3.5 million from the National Mortgage Settlement. The State, through the Department of Justice and the Banking Department, contracted with New Hampshire Housing to administer the Program. New Hampshire Housing is charged with supporting a statewide network of counseling organizations to provide effective pre and post foreclosure intervention and counseling at no cost to at-risk homeowners. The counseling agencies will empower and assist at-risk homeowners in making informed and realistic choices about their individual housing futures. The Program is part of a larger effort, which includes separate funding for legal services through the New Hampshire Foreclosure Relief Project.

The Way Home was awarded funds in the fiscal year 2013 as part of a competitive RFP issued by NH Housing in 2012 for a three-year program with funding being awarded annually. The first award of \$75,000 began on February 1, 2013. Funding was increased to \$95,000 for years two and three. This program represents 29 of the total leased or owned units of 51.

**18. RELATED PARTY TRANSACTIONS**

Currently, two Board of Director members are also clients of the Organization who receive services from the Organization. The Board of Directors is aware of the relationship and the individuals' services are monitored by an employee of the Organization.

**19. SUBSEQUENT EVENTS**

The organization has evaluated subsequent events through September 20, 2016, the date which the financial statements were available to be issued.

**The Way Home**  
**Schedule of Rental Operations Expenses - Project #90275 - 214 Spruce Street**  
**For the Fiscal Year Ended June 30, 2016**

<b>Expenses:</b>	<b>FY16</b>	<b>FY15</b>
<b>Administrative:</b>		
Management Fee	10,214	7,231
Marketing		
Audit Expense	1,500	1,500
Legal	126	
Other Admin	37,613	39,135
<b>Total Admin Expense:</b>	<b>49,453</b>	<b>47,866</b>
<b>Utilities:</b>		
Electricity	6,379	6,392
Fuel	1,778	2,413
Water-Sewer	1,884	1,854
Other Utility Expense	1,806	1,670
<b>Total Utility Expense:</b>	<b>11,847</b>	<b>12,329</b>
<b>Maintenance Expense:</b>		
Custodial Payroll		1,963
Custodial Supplies	527	720
Maintenance Support	23,918	14,182
Exterminating		
Trash Removal	766	54
Snow Removal	774	5,335
Painting & Decorating	4,560	3,495
Grounds & Landscaping	13	
HVAC Repairs & Maintenance		
Elevator Repairs & Contract	120	120
Repairs (Materials)		
Repairs (Contract)	3,909	1,860
Other Maintenance	1,161	
<b>Total Maintenance Expenses:</b>	<b>35,748</b>	<b>27,729</b>
<b>General Expenses:</b>		
Insurance	4,425	3,613
Uncollectible Accounts	2,143	
<b>Total General Expenses:</b>	<b>6,568</b>	<b>3,613</b>
<b>Total Rental Operations Expense:</b>	<b>103,616</b>	<b>91,537</b>

**The Way Home**  
**Schedule of Receipts & Disbursements - Project #90275 - 214 Spruce Street**  
**Operating Account for the Fiscal Year Ended June 30, 2016**

<b>Source of Funds:</b>	<b>FY16</b>	<b>FY15</b>
<b>Rental Operations:</b>		
Tenant Paid Rent	26,416	20,268
HAP Rent Subsidy	222	9,975
HOME Rental Assistance	21,991	2,056
<b>Total Rental Operations:</b>	<b>48,629</b>	<b>32,299</b>
<b>Other Income:</b>		
Service Income	696	684
Interest Income	1	24
Insurance - Loss of Business Income		15,874
Other Income - SGIA Shelter Funds	25,286	25,285
Other Income - Program Grants/Fundraising	29,853	
Other Income - Apartment Damages & Fees	276	
<b>Total Other Income:</b>	<b>56,112</b>	<b>41,867</b>
<b>Total Rental Operations Receipts:</b>	<b>104,741</b>	<b>74,166</b>
<b>Disbursements:</b>		
Administrative	49,453	47,866
Utilities	11,847	12,329
Maintenance	35,748	27,729
General	6,568	3,613
Other		
<b>Total Rental Operations Disbursements:</b>	<b>103,616</b>	<b>91,537</b>
<b>Cash Provided by Rental Operations before Debt Service:</b>	<b>1,125</b>	<b>(17,371)</b>
Amortization of Mortgages		
<b>Cash Provided by Rental Operations after Debt Service:</b>	<b>1,125</b>	<b>(17,371)</b>
<b>Other Receipts:</b>		
Transfer from Tenant Security Deposit Account		
Ownership Advances		
Transfers from Restricted Cash Reserves & Escrows		
<b>Other Disbursements or Transfers:</b>		
Transfers to Restricted Cash Reserves & Escrows	4,200	4,200
Transfer to Tenant Security Deposit Account		
Payment of Partner's Distributions		
Other - Return on Equity/Owner's Fee		
<b>Net Increase or (decrease) in Project Account Cash:</b>	<b>(3,075)</b>	<b>(21,571)</b>
<b>Project Account Cash Balance at Beginning of Year</b>		
<b>Project Account Cash Balance End of Year</b>		
<b>Composition of Project Account Cash Balance at End of Year:</b>		
Petty Cash		
Unrestricted Reserve (if applicable)		
<b>Total Project Account Cash at End of Year</b>	<b>(3,075)</b>	<b>(21,571)</b>

The Way Home  
 Schedule of Restricted Cash Reserves and Escrows - Project #90275 - 214 Spruce Street  
 For the Fiscal Year Ended June 30, 2016

Description of Fund:	Deposits: Balance at Beginning of Year	Transfers from Operations Account	Deposits Surplus Cash Insurance	Net Interest Earned	Withdrawals:		Balance End of Year
					Transfer to Operations Account	Insurance Claim Vendors Transfers	
<b>Restricted Accounts:</b>							
Tax Reserve	2,518.54	4,329.52	2,388.78	0.00	4,329.52	0.00	4,907.32
Insurance Reserve	7,267.41	7,821.00	0.00	0.00	4,425.22	5,000.00	5,663.19
Replacement Reserve	30,144.90	4,200.00	16,830.15	4.64	7,529.70	0.00	43,649.99
Operating Reserve	36,702.81	0.00	0.00	3.66	0.00	0.00	36,706.47
Other Reserve							0.00
<b>Total Restricted Cash Reserves &amp; Escrows</b>	<b>76,633.66</b>	<b>16,350.52</b>	<b>19,218.93</b>	<b>8.30</b>	<b>16,284.44</b>	<b>5,000.00</b>	<b>76,708.04</b>

**The Way Home  
Schedule of Surplus Cash Calculation  
Project #90275 - 214 Spruce Street  
For the Fiscal Year Ended June 30, 2015**

<b>Net Income/(Loss)</b>	<b>1,125</b>
Add Depreciation & Amortization	
Deduct Required Principal Payments	
Deduct Required Payments to Replacement Reserve	4,200
Deduct Interest Income on Restricted Cash Reserves & Escrows	
Add/Deduct any NHHFA Approved Items (detailed list required)	
Add Distribution from Reserves	
<b>Surplus Cash</b>	<b>(3,075)</b>
<b>Distribution of Surplus Cash:</b>	

**The Way Home**  
**Year-to-Date Compilation of Owner's Fee/Distributions**  
**Project #90275 - 214 Spruce Street**  
**For the Fiscal Year Ended June 30, 2016**

<b>Fiscal Year Ending</b>	<b>Maximum Allowable Distribution 4% of Gross Receipts</b>	<b>Distribution Received</b>	<b>Balance</b>
6/30/2002	504.04	0.00	504.04
6/30/2003	4,186.92	0.00	4,690.96
6/30/2004	4,837.80	0.00	9,528.76
6/30/2005	4,910.20	0.00	14,438.96
6/30/2006	4,982.78	0.00	19,421.74
6/30/2007	5,147.31	0.00	24,569.05
6/30/2008	4,743.48	0.00	29,312.53
6/30/2009	3,839.68	0.00	33,152.21
6/30/2010	3,427.52	0.00	36,579.73
6/30/2011	4,852.44	0.00	41,432.17
6/30/2012	4,208.60	0.00	45,640.77
6/30/2013	3,858.20	0.00	49,498.97
6/30/2014	3,392.72	0.00	52,891.69
6/30/2015	2,966.64	0.00	55,858.33
6/30/2016	4,144.64	0.00	60,002.97



**The Way Home**  
**Schedule of Rental Operations Expenses - Project #90472 - Ferry Street - Allentown**  
**For the Fiscal Year Ended June 30, 2016**

<b>Expenses:</b>	<b>FY16</b>	<b>FY15</b>
<b>Administrative:</b>		
Management Fee	9,803	8,290
Marketing		
Audit Expense	500	500
Legal		
Other Admin	19,603	12,745
<b>Total Admin Expense:</b>	<b>29,906</b>	<b>21,535</b>
<b>Utilities:</b>		
Electricity	3,828	4,011
Fuel	4,382	6,682
Water-Sewer	4,390	3,690
Other Utility Expense		
<b>Total Utility Expense:</b>	<b>12,600</b>	<b>14,383</b>
<b>Maintenance Expense:</b>		
Custodial Payroll	0	147
Custodial Supplies	0	202
Maintenance Support	20,458	17,776
Exterminating	0	0
Trash Removal	1,566	640
Snow Removal	700	7,380
Painting & Decorating	634	411
Grounds & Landscaping	2,550	489
HVAC Repairs & Maintenance	0	0
Elevator Repairs & Contract	0	0
Repairs (Materials)	0	0
Repairs (Contract)	5,815	1,675
Other Maintenance	6,213	
<b>Total Maintenance Expenses:</b>	<b>37,936</b>	<b>28,720</b>
<b>General Expenses:</b>		
Insurance	3,259	2,877
Real Estate Taxes	5,300	5,300
Uncollectible Accounts		
Mortgage Interest Payments	2,207	2,488
<b>Total General Expenses:</b>	<b>10,766</b>	<b>10,665</b>
<b>Total Rental Operations Expense:</b>	<b>91,208</b>	<b>75,303</b>

**The Way Home**  
**Schedule of Receipts & Disbursements - Project #90472 - Ferry Street**  
**Operating Account for the Fiscal Year Ended June 30, 2016**

<b>Source of Funds:</b>	<b>FY16</b>	<b>FY15</b>
<b>Rental Operations:</b>		
Tenant Paid Rent	61,551	49,077
HAP Rent Subsidy	33,518	35,482
HOME Rental Assistance		
<b>Total Rental Operations:</b>	<b>95,069</b>	<b>84,559</b>
<b>Other Income:</b>		
Service Income	509	461
Interest Income	4	8
Commercial Income		
Other Income - Insurance Proceeds	3,965	
Other Income - Program Grants/Fundraising		
Other Income - Apartment Damages & Fees	1,000	
<b>Total Other Income:</b>	<b>5,478</b>	<b>469</b>
<b>Total Rental Operations Receipts:</b>	<b>100,547</b>	<b>85,028</b>
<b>Disbursements:</b>		
Administrative	29,906	21,535
Utilities	12,600	14,383
Maintenance	37,936	28,720
General	10,766	10,665
Other		
<b>Total Rental Operations Disbursements:</b>	<b>91,208</b>	<b>75,303</b>
<b>Cash Provided by Rental Operations before Debt Service:</b>	<b>9,339</b>	<b>9,725</b>
Amortization of Mortgages		
<b>Cash Provided by Rental Operations after Debt Service:</b>	<b>9,339</b>	<b>9,725</b>
<b>Other Receipts:</b>		
Transfer from Tenant Security Deposit Account		
Ownership Advances		
Transfers from Restricted Cash Reserves & Escrows		5,877
<b>Other Disbursements or Transfers:</b>		
Transfers to Restricted Cash Reserves & Escrows	7,200	7,200
Transfer to Tenant Security Deposit Account		
Payment of Partner's Distributions		
Other - Mortgage Principal Payments	4,439	4,762
<b>Net Increase or (decrease) in Project Account Cash:</b>	<b>(2,300)</b>	<b>3,640</b>
<b>Project Account Cash Balance at Beginning of Year</b>	<b>(79,252)</b>	<b>(82,892)</b>
<b>Project Account Cash Balance End of Year</b>	<b>(81,552)</b>	<b>(79,252)</b>
<b>Composition of Project Account Cash Balance at End of Year:</b>		
<b>Petty Cash</b>		
<b>Unrestricted Reserve (if applicable)</b>		
<b>Total Project Account Cash at End of Year</b>		

**The Way Home**  
**Schedule of Restricted Cash Reserves and Escrows - Project #90472 - Ferry Street - Allentown**  
**For the Fiscal Year Ended June 30, 2016**

<b>Description of Fund:</b>	<b>Deposits:</b>		<b>Net Interest Earned</b>	<b>Withdrawals:</b>	
	<b>Balance at Beginning of Year</b>	<b>Transfers from Operations Account</b>		<b>Transfer to Operations Account</b>	<b>Balance End of Year</b>
<b>Restricted Accounts:</b>					
Tax Reserve	19,516.01	5,800.00	1.55	19,600.00	5,717.56
Insurance Reserve	3,275.43	2,730.00	0.00	3,258.88	2,746.55
Replacement Reserve	38,782.76	6,600.00	4.32	0.00	45,387.08
Operating Reserve	287.12	0.00	0.00	0.00	287.12
Other Reserve	17.40	0.00	0.00	0.00	17.40
<b>Total Restricted Cash Reserves &amp; Escrows</b>	<b>61,878.72</b>	<b>15,130.00</b>	<b>5.87</b>	<b>22,858.88</b>	<b>54,155.71</b>

**The Way Home  
Schedule of Surplus Cash Calculation  
Project #90472 - Ferry Street - Allentown  
For the Fiscal Year Ended June 30, 2016**

<b>Net Income/(Loss)</b>	<b>9,339</b>
Add Depreciation & Amortization	
Deduct Required Principal Payments	4,439
Deduct Required Payments to Replacement Reserve	7,200
Deduct Interest Income on Restricted Cash Reserves & Escrows	4
Add/Deduct any NHHFA Approved Items (detailed list required)	
Add Distribution from Reserves	
<b>Surplus Cash</b>	<b>(2,304)</b>
<b>Distribution of Surplus Cash:</b>	

**The Way Home**  
**Year-to-Date Compilation of Owner's Fee/Distributions**  
**Project #90472 - Ferry Street - Allentown**  
**For the Fiscal Year Ended June 30, 2016**

<b>Fiscal Year Ending</b>	<b>Maximum Allowable Distribution 4% of Gross Receipts</b>	<b>Distribution Received</b>	<b>Balance</b>
6/30/2009	2,204.72	0.00	2,204.72
6/30/2010	2,844.00	0.00	5,048.72
6/30/2011	3,512.50	0.00	8,561.22
6/30/2012	3,436.32	0.00	11,997.54
6/30/2013	3,470.56	0.00	15,468.10
6/30/2014	3,560.36	0.00	19,028.46
6/30/2015	3,401.12	0.00	22,429.58
6/30/2016	4,021.88	3,172.00	23,279.46

Note: Distributions of \$1,256 for FY14 and \$1,816 for FY15  
 totalling \$3,172 were received

**The Way Home**  
**Schedule of Rental Operations Expenses - Project #90538- 224 Spruce Street**  
**For the Fiscal Year Ended June 30, 2016**

<b>Expenses:</b>	<b>FY16</b>	<b>FY15</b>
<b>Administrative:</b>		
Management Fee	3,845	3,915
Marketing		
Audit Expense	1,000	1,000
Legal		
Other Admin	9,625	8,559
<b>Total Admin Expense:</b>	<b>14,470</b>	<b>13,474</b>
<b>Utilities:</b>		
Electricity	1,963	4,160
Fuel	2,007	1,388
Water-Sewer	3,608	2,281
Other Utility Expense		
<b>Total Utility Expense:</b>	<b>7,578</b>	<b>7,829</b>
<b>Maintenance Expense:</b>		
Custodial Payroll		337
Custodial Supplies		
Maintenance Support	9,432	7,048
Exterminating		
Trash Removal	72	
Snow Removal	730	440
Painting & Decorating		
Grounds & Landscaping		
HVAC Repairs & Maintenance		
Elevator Repairs & Contract		
Repairs (Materials)		
Repairs (Contract)	2,037	
Other Maintenance	1,954	1,884
<b>Total Maintenance Expenses:</b>	<b>14,225</b>	<b>9,709</b>
<b>Depreciation &amp; Amortization:</b>		<b>9,947</b>
<b>General Expenses:</b>		
Insurance	2,058	1,749
Real Estate Taxes	4,330	6,805
Uncollectible Accounts		
Mortgage Interest Payments		
<b>Total General Expenses:</b>	<b>6,388</b>	<b>8,554</b>
<b>Total Rental Operations Expense:</b>	<b>42,661</b>	<b>49,513</b>

**The Way Home**  
**Schedule of Receipts & Disbursements - Project #90538 - 224 Spruce Street**  
**Operating Account for the Fiscal Year Ended June 30, 2016**

<b>Source of Funds:</b>	<b>FY16</b>	<b>FY15</b>
<b>Rental Operations:</b>		
Tenant Paid Rent	15,245	10,890
HAP Rent Subsidy	24,187	28,135
HOME Rental Assistance		1,115
<b>Total Rental Operations:</b>	<b>39,432</b>	<b>40,140</b>
<b>Other Income:</b>		
Service Income		
Interest Income	1	14
Commercial Income		
Other Income - SGIA Shelter Funds		
Other Income - Program Grants/Fundraising		
Other Income - Apartment Damages & Fees		
<b>Total Other Income:</b>	<b>1</b>	<b>14</b>
<b>Total Rental Operations Receipts:</b>	<b>39,433</b>	<b>40,154</b>
<b>Disbursements:</b>		
Administrative	14,470	13,474
Utilities	7,578	7,829
Maintenance	14,225	9,709
General	6,388	8,554
Other		
<b>Total Rental Operations Disbursements:</b>	<b>42,661</b>	<b>39,566</b>
<b>Cash Provided by Rental Operations before Debt Service:</b>	<b>(3,228)</b>	<b>588</b>
<b>Cash Provided by Rental Operations after Debt Service:</b>	<b>(3,228)</b>	<b>588</b>
<b>Other Receipts:</b>		
Transfer from Tenant Security Deposit Account		
Ownership Advances		
Transfers from Restricted Cash Reserves & Escrows		
<b>Other Disbursements or Transfers:</b>		
Transfers to Restricted Cash Reserves & Escrows	1,008	1,008
Transfer to Tenant Security Deposit Account		
Payment of Partner's Distributions		
Other - Return on Equity/Owner's Fee		
<b>Net Increase or (decrease) in Project Account Cash:</b>	<b>(4,236)</b>	<b>(420)</b>
<b>Project Account Cash Balance at Beginning of Year</b>	<b>10,140</b>	<b>10,560</b>
<b>Project Account Cash Balance End of Year</b>	<b>5,904</b>	<b>10,140</b>
<b>Composition of Project Account Cash Balance at End of Year:</b>		
<b>Petty Cash</b>		
<b>Unrestricted Reserve (if applicable)</b>		
<b>Total Project Account Cash at End of Year</b>		

**The Way Home**  
**Schedule of Restricted Cash Reserves and Escrows - Project #90538 - 224 Spruce Street**  
**For the Fiscal Year Ended June 30, 2016**

Description of Fund:	Deposits: Balance at Beginning of Year	Transfers from Operations Account	Net Interest Earned	Withdrawals: Transfer to Operations Account	Balance End of Year
<b>Restricted Accounts:</b>					
Tax Reserve	2,561.95	6,476.35	0.00	6,718.30	2,320.00
Insurance Reserve	2,073.54	2,028.00	0.00	2,058.24	2,043.30
Replacement Reserve	5,277.00	1,008.00	0.00	3,000.00	3,285.00
Operating Reserve	15,003.80	0.00	0.98	0.00	15,004.78
Other Reserve					0.00
<b>Total Restricted Cash Reserves &amp; Escrows</b>	<b>24,916.29</b>	<b>9,512.35</b>	<b>0.98</b>	<b>11,776.54</b>	<b>22,653.08</b>



**The Way Home  
Schedule of Surplus Cash Calculation  
Project #90538 - 224 Spruce Street  
For the Fiscal Year Ended June 30, 2016**

<b>Net Income/(Loss)</b>	<b>(3,228)</b>
Add Depreciation & Amortization	
Deduct Required Principal Payments	
Deduct Required Payments to Replacement Reserve	1,008
Deduct Interest Income on Restricted Cash Reserves & Escrows	
Add/Deduct any NHHFA Approved Items (detailed list required)	
Add Distribution from Reserves	
<b>Surplus Cash</b>	<b>(4,236)</b>
<b>Distribution of Surplus Cash:</b>	

**The Way Home**  
**Year-to-Date Compilation of Owner's Fee/Distributions**  
**Project #: 90538 - 224 Spruce Street**  
**For the Fiscal Year Ended June 30, 2016**

<b>Fiscal Year Ending</b>	<b>Maximum Allowable Distribution - 4% of Gross Receipts</b>	<b>Distribution Received</b>	<b>Balance</b>
6/30/2011	1,018.88	0.00	1,018.88
6/30/2012	1,575.84	0.00	2,594.72
6/30/2013	1,680.64	0.00	4,275.36
6/30/2014	1,565.44	0.00	5,840.80
6/30/2015	1,606.00	0.00	7,446.80
6/30/2016	1,577.28	0.00	9,024.08

## The Way Home Board of Trustees – as of April 1, 2017 Officer Terms End May 2017

Brian Shaughnessy - Board President Serving 2nd 3-year Term- Off 5/2018

Sara Beaudry - Board Vice President Start on Board 2/2015

Kaylyn Landry - Board Treasurer Serving 2nd 3-year Term- Off 5/2018

Linda Grant - Board Secretary (CHDO) Start on Board 8/2015

Rick Blais - Board President-Elect Start on Board 6/2015

Lynda Kanteres - Board Member Serving 2nd 3-year term - Off 5/2017

Ellen Kurtz - Board Member (CHDO) Serving 2nd 3-year Term- Off 5/2018

Joe Labbe - Board Member (CHDO) Start on Board 1/2016

Robert Previti - Board Member Start on Board 4/2017

David "Rocky" Rothwell - Board Member (CHDO) Serving 2nd 3-year Term- Off 5/2018

Ron Sayres - Board Member (CHDO) Serving 2nd 3-year term - Off 5/2019

Greg Timbas - Board Member Serving 2nd 3-year Term- Off 5/2018

Mary Beth White - Board Member Enters 2nd 3-year term 5/2018

**DIANNE PITTS**  
**Senior Housing Counselor**

**EXPERIENCE:**

**THE WAY HOME 1991 – Present**

- Housing Services Program Director  
Responsible for the day to day operations of all housing services programs
- Senior Housing Counselor  
Interviewing clients, assisting with steps to becoming successful in their housing  
Supervising client services volunteers and housing counseling staff
- Steps To Success Program Coordinator  
Structures procedures for case management  
Provides case management for the families in Steps to Success Program
  - < Provide an intensive assessment of needs, personal history, goal setting
  - < Set up individual Steps To Success contracts and update semi-monthly
  - < Meet regularly with participant to work on planning skills
  - < Coach participant to reach benchmarks
  - < Encourage participation in skills building workshops
  - < Refer to Family Support Worker for help search for permanent housing
  - < Refer to Housing Counselor for taking steps to secure permanent housing
  - < Monitor participant=s progress

**NEW ENGLAND EYE ASSOCIATES 1982 - 1984**

- Office Manager - Duties were to supervise five staff - Payroll - Full charge  
bookkeeper - Schedule surgeries - Assisted with insurance forms; Prepared billing.

**BANK EAST 1970 - 1982**

- Main Office Teller - Supervisor - Supervised twenty-five tellers - Did yearly reviews for each individual; Responsible for hiring and termination; Developed scheduling and work assignments; Responsible for maintaining all monies for the main vault and branch offices.

**EDUCATION:**

- NEW HAMPSHIRE TECHNICAL COLLEGE, Human Services, Associates Degree  
1991
- NOTRE DAME COLLEGE Special Education Program - 16 credits **1989**

**OTHER TRAINING and Community Involvement:**

- Client Advocate, Public Utilities Commission, 2006-Present
- Manchester Homeless Continuum of Care Leadership Team, Discharge Planning  
Committee and Community Awareness Committee 2005-Present
- FINDING THE WINNER WITHIN, Certified Instructor 1994-Present
- Human Service Advisory Committee, NH Community Technical College, 1999-Present
- Family Self-Sufficiency Advisory Board, Manchester Housing Authority 1999-Present
- Homeless Healthcare Advisory Committee, Manchester, NH 1999-Present
- Manchester Round Table on the impact of homelessness on children, 2003-Present

HABITAT FOR HUMANITY, Manchester, NH Board of Directors  
Created and taught four, six hour NHHFA statewide workshops  
NERSC New England Resident Services Coordinator 2004  
GMASA-Greater Manchester Area of Social Services  
Homeless Healthcare Advisory Committee

1999-2001

- Continuing Education Workshops, 1991-present; including:  
Motivational Interviewing and Assessment workshop  
Workshops Pertaining to the Development and Success of Families;  
How to Handle Angry Clients  
Personnel Workshop  
Staying Legal  
Legal Aid-Clients Rights and Fair Housing  
Children and Depression  
Volunteer NH  
Mastering Multiple Projects  
Employee Handbook Dos and Don'ts  
Hud-McKinney-Vento for Homeless Children;  
Childhood Lead Hazard Prevention Training 2002

**Lea J. Key**  
**Housing Counselor**

**Employment History:**

**The Way Home**

**2000 - Present**

- **Housing Counselor** - with special attention to homeless prevention practical and effective combination of advocacy; self-empowerment and understanding of reasonable modifications to create avenues of success
- Assists record keeping for the Housing Security Guarantee Program and the NH Rental Guarantee Program
- **Assistant Project Manager** - Management of Client Service Data  
Generate statistical reports to State of NH, City of Manchester, and HUD
- **Special Needs Advocate** - working with

**Salvation Army – Manchester, NH**  
Cook for Kid’s Café Program

**1998 - 2000**

**Veteran’s Administration – Manchester, NH**  
Certified Nurse’s Assistant,

**1986 - 1996**

**Kokua Nurses, Honolulu, Hawaii**  
Certified Nurse’s Assistant

**1980 - 1982**

**Training**

PIC- Parent advocate training

Peer Educator, Minority Health Coalition, Manchester N.H.

The Way Home AmeriCorps - Housing Advocacy Project

Practical experience with court advocacy regarding evictions

Home visits for special needs clients

Steps to Success Coach for 20 families with diverse needs

Nat’l Summit on Homelessness training in Wash, DC - 2002 and 2006

NH Homeless Providers Conference (3 years)

NH Homeless Providers Conference - North Conway, NH (3 years)

NH Legal Assistance - Housing and Court Advocacy (eviction process)

HUD Grant Writing-February 2004

HUD McKinney Technical Assistance Workshop-2003

HUD- Program Evaluation Training - 2005

Member-Manchester Continuum of Care- 2003-Present

Member of Advisory Board for Re-Entry Program - New Hampshire State Prison 2005 - 2008

**Education:**

Bachelor of Science - Springfield College of Human Service

CNA License

## **Resume – Izet Hamidovic**

**September 2004 – Present:** Housing Counselor  
The Way Home  
214 Spruce Street  
Manchester, NH 03103

Izet Hamidovic came to Manchester as a Bosnian refugee. As an experienced Tenant Coordinator from his stay in Germany, 6/93-10/97, he gained additional experience as a Tenant Ambassador for Manchester Neighborhood Housing Services (MNHS) from 3/01-12/04. His work with MNHS included:

Coordinating tenant meetings and providing needed information.

Handling face-to-face meetings with new tenants of diverse backgrounds.

Helping tenants with employment information.

Identifying residents interested in educational opportunities, health care and business.

Maintaining clear and concise records for reporting to the MNHS staff.

During this time Izet also worked as a translator for the New England Farm Worker Council and the NH Employment Services. Prior to being hired by The Way Home he worked closely with our Housing Counselors from February- September in 2004 to assist workers laid off from the closing of the Jac Pac Plant, many of whom needed a translator who spoke Bosnian.

During the last 5 1/2 years at The Way Home, Izet has provided excellent service to both homeless and rental housing counseling clients. His strong sense of money management and setting goals makes him an excellent teacher and role model. Izet visits all homeless shelters on a regular basis. His ability to assist and challenge has given him success in helping homeless persons take the necessary steps to move from a shelter into an apartment.

Izet continues to be an advocate for refugees and adds to our capacity to serve multi-cultural clients. In 2007, Izet became chair of the Homeless Liaison Committee. He works with the chronically homeless individuals, doing one-on-one counseling, working with budgets, life skills and other supportive services to nurture their independence and advocate for greater opportunity.

**Cindy M. Bringhurst**  
**Housing Advocate/Housing Counselor**

**COMPETENCIES:**

- 10 years experience as a Manager: providing oversight and responsible for programs that include staff, volunteers and clients/consumers.
- 15 years experience of advocacy and community networking support.
- Solid computer skills: Microsoft Office, Access/database management, Publisher, PowerPoint, PageMaker Desktop Publishing, Adobe Photoshop, Java programming
- Bachelors of Science in Business Information Systems and Master in Business Administration.

**EMPLOYMENT:**

*The Way Home* **7/16-Present**  
*Manchester, NH*

**Housing Advocate**

Provide case management and develop programs for the clients in The Way Home's transitional shelter  
Assist the Executive Director with grant reporting and statistical documents

*Gateways Community Services* **5/14-6/16**  
*Nashua, NH*

*Gateways Community Services provides support for individuals with disabilities and their families who reside in region VI, the Nashua area.*

**Independent Contractor**

Provide a home to a young woman with Autism. I am responsible for the advocacy for her day and residential programming, budgetary aspects and timely paperwork relative to goals and progress. In addition, I serve as her guardian and am responsible for the recruitment and oversight of Family Support Staff, day and residential programs.

*Independent Services Network*  
*Manchester, NH*

*Independent Services Network is a statewide organization that offers a variety of programs that focus on the integration of individuals with disabilities within the community. They have various programs that aid in the implementation of this philosophy: Residential, Day and an Art Program.*

**Independent Contractor** **1993-2014**

Earned "Excellence in Service" award from Area Agency Region VI in 1999.  
Earned "Award of Excellence" from Independent Services Network in 1996.



Provide a home for an individual with Autism for 20 years; served as an advocate, and am responsible for the successful implementation of residential goals.

**Residential Manager**

**6/06-2010**

My responsibilities were inclusive of the oversight of programs for individuals that reside in regions IV and VI. For every one of these programs, it was important to monitor the goals/objectives, needs, and it was also the expectation that this be done with strict adherence to state regulations. Furthermore, I fully participated in the RFP process, which encompasses the review of confidential information, consultation with interested parties, writing/submission of the proposal and the timely creation of a budget based on the needs of the program to the respective agency. Additionally, I maintained a database, which I created to track valuable information and contacts with all of the interested parties.

**Executive Assistant/Human Resource Manager**

**12/05-6/06**

Assisted the President and Management team with various tasks and was responsible for the recruitment and hiring of staff for 4 of our 5 programs.

**EDUCATION:**

***Rivier College***

Nashua, New Hampshire

B.S. Business Information Systems

**5/05 Graduate**

M.A. of Business Administration

**1/09 Graduate**

- Undergrad and Graduate degrees integrated Spanish language and literature classes.

**OTHER:**

- Volunteer taught the following classes at the Academy for Science and Design:  
International Business  
Economics
- Able to read, write and speak in Spanish- currently a holder of a Certificate of Eligibility for Spanish.

# KELLIE C DENONCOURT

**SKILLS & ABILITIES** | Experienced family scheduling coordinator, crisis manager and SuperMom, plan and host events for fundraising purposes, plan/host retreats for teenagers, plan/host retreats and discussion/support groups for parents and families, professional cake and cupcake baker and decorator

**EXPERIENCE** | **HOUSING COUNSELOR/STEPS TO SUCCESS COACH**  
**THE WAY HOME, MANCHESTER, NH**  
JULY 2016 - PRESENT

- Work with tenants in The Way Home's Supportive Housing Program

## **HOUSING COUNSELOR**

**FRIENDS PROGRAM EMERGENCY HOUSING, CONCORD NH**

MAY 2015 - June 2016

- Serve as a member of Emergency Housing's staff team and participate in the development and implementation of program policies and procedures.
- Monitor and implement best practices for quality improvement, risk management, and safety.
- Assist in the implementation of client's Case Plans and provide counseling to clients to assist them in learning and using behaviors that maximize their probability of finding and maintaining permanent housing.
- Document detailed notes during shifts regarding families, phone calls and any situations, no matter how small.

## **MINISTER TO HIGH SCHOOL YOUTH**

**ST. PAUL'S CHURCH, CONCORD NH**

2008-2012

- Met weekly with high school aged youth on outreach and volunteer projects within the church and out in the local community. Also engaged in discussion of pop culture and current events and helped youth to make sense of real world issues.

## **THERAPEUTIC RESPITE CARE PROVIDER**

**GATEWAY SERVICES, NASHUA NH**

JAN. 2011-SEPT. 2011

- Provided weekend care for sisters with developmental disabilities and selective mutism and autism.

## **VOLUNTEER THERAPEUTIC/ISO FOSTER ARENT**

**DCYF/CHILD & FAMILY SERVICES OF NH, CONCORD NH**

AUG. 2013 – AUG. 2015

- Responsible for providing in-home therapeutic foster care services to Severely Emotionally and Behaviorally Disturbed (SEBD) clients, including all basic foster care parenting responsibilities. Also responsible for implementing in-home behavior management and Individual Service (Treatment) Plans under the supervision and direction of the Family Consultant and the treatment team.

## **VOLUNTEER HOST/RECEPTION**

**CONCORD NH HOMELESS RESOURCE CENTER, CONCORD NH**

OCT. 2012 – SEPT. 2013

- Greet clients and assist them in navigating the internet for job searches, apartments, resume building, etc. Also to listen if they need someone to talk to and direct them to other resources in the area that can help them with food, clothing, housing, etc Case management internship and covered vacation times for Executive Director.

**FOUNDING BOARD MEMBER**

EARLY TRAUMA AND ATTACHMENT MEETING, ORLANDO FL  
2010-2013

- Created for moms of kids with attachment disorders, and is run solely on a volunteer basis. It has become an invaluable community and an indispensable annual pilgrimage for many attendees.

**VOLUNTEER COORDINATOR ST.**

PAUL'S CHURCH, CONCORD NH  
2007-2008

- Inventory the parish and its many outreach ministries, create sign-up sheets, manage special events, assist with administrative duties, updating the ministry and volunteer contacts.

**EDUCATION**

**GRANITE STATE COLLEGE, CONCORD NH**

BACHELOR OF SCIENCE IN PSYCHOLOGY – MINOR IN FAMILY STUDIES  
2014

*Graduated Summa Cum Laude*

**THE SCHOOL OF THEOLOGY PROGRAMS CENTER,**

**THE UNIVERSITY OF THE SOUTH, SEWANEE, TENNESSEE**

84 CEU TOWARDS EDUCATION FOR MINISTRY CERTIFICATE

**COLLEGE FOR LIFELONG LEARNING, CONCORD NH**

FACES (FOSTER AND ADOPTIVE CARE ESSENTIALS) CERTIFIED 2005

**CONCORD COMMUNITY COLLEGE, CONCORD NH**

LEVEL V CAKE DECORATOR CERTIFIED 2002

**NEW HAMPSHIRE TECHNICAL INSTITUTE, CONCORD NH**

COMPLETED 24 CREDITS TOWARDS GENERAL STUDIES

**LEADERSHIP**

**FRED'S FUND BOARD OF DIRECTORS, MEMBER**

2006-CURRENT

[www.fredsfund.org](http://www.fredsfund.org)

- In memory of Fred Swymer, who passed away at age nine. \$25,000-\$35,000 raised annually with 100% of profits going to the Children's Hospital at Dartmouth.

**CO-CHAIR FOR YOUTH & YOUNG ADULT COMMISSION**

EPISCOPAL DIOCESE OF NH, CONCORD NH

2010-2013

- A contact for resources applicable to teenage youth, college students and young adult programs throughout the Episcopal Churches in NH. Coordinate training sessions for leaders and hold seminars for hot topics (i.e. bullying, teen peer pressure, etc.).

**VESTRY BOARD MEMBER ST.**

PAUL'S CHURCH, CONCORD NH

2005-2008

- Served on the board of directors, aka the vestry, for the church to make financial and business decisions with a roughly \$600,000 annual budget.

**AWARDS**

- 2013 NH CHILDREN'S TRUST UNSUNG HERO AWARD
- 2013 GRANITE STATE COLLEGE MERIT SCHOLARSHIP RECIPIENT

**Christina Sleeper**  
**Healthy Home Peer Educator/Apartment Inspector**

**EXPERIENCE:**

**The Way Home:** Manchester, New Hampshire 2014 – Current

*Facilities Coordinator*

- Prioritize and schedule maintenance needs for all residential units and staff offices
- Coordinate maintenance staff, volunteers, and outside vendor needs
- Oversee family donation center and deliveries
- Cleaning of office and common areas within buildings
- City of Manchester & Housing Security Guarantee Program Inspections
- Peer education for asthmas, lead paint, lice, and other household pests

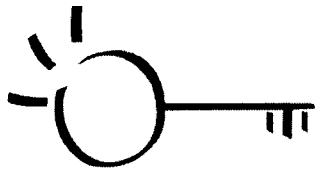
**The Way Home:** Manchester, New Hampshire 1998 - Current

*Peer Educator*

- Asthma, lead poisoning, head lice education with low income households within the city of Manchester NH
- Coordinated Toys for Tots program for clients of The Way Home and community
- Liaison with multiple housing counselors, CAP programs, social services, child advocate, for various school nurses, teachers, and parents, for environmental health issues
- Supervised peer educators and volunteers
- Public advocate for the Healthy Homes program at The Way Home

**TRAINING & CERTIFICATIONS:**

Healthy Home Specialist Training	2015
EPA/HUD RRP Certified Renovator	2015
Mental Health First Aid Training	2015
HORDING AND Cluttering Prevention Intervention Training	2015
Crisis Interviewing Training	2015
Motivational Interviewing Training	2015
American Lung Association / Breathe NH Workshops	1998 - ongoing
Manchester Health Department Lead Poisoning Prevention Training	1998 - ongoing
Manchester Health Department Family Support for Head Lice Intervention	1998 - ongoing
NH State Lead Dust Wipe Sampling Technicians License & Lead Renovator Course	1998



**The Way Home**

Because Everyone Deserves a Home . . .

214 Spruce Street, Manchester, NH 03103  
Direct Line: 603-218-1421 Fax: 603-627-2825  
mary@thewayhomenh.org

**To: Bureau of Homeless and Housing Services**  
**From: Mary Sliney, Executive Director, The Way Home**  
**Re: FY18 Homeless Housing Assistance Revolving Loan Fund**

**Date: April 6, 2017**

Key staff of our multi-lingual team interview clients for HHARLF and other Housing Assistance programs, and manage the HHARLF accounts.

<b>Staff Name</b>	<b>Roles Time with Security Deposit Program:</b>	<b>Since</b>
Mary Sliney	Executive Director and Empowerment Educator	1988
Dianne Pitts	Senior Housing Counselor	1991
Lea Key	Housing Counselor	1998
Izet Hamidovic	HUD Homeless Program Assistant Manager	2004
Mari DeBlois	Housing Counselor, Financial Literacy Trainer	2005
Cindy Bringham	Housing Advocate & Housing Counselor	2016
Kellie Denoncourt	Housing Counselor, Steps to Success Coach	2016
Christina Sleeper	Healthy Home Peer Educator/Apartment Inspector	1999
Barbara Dunn	Housing Fund & Business Office Assistant	2007

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** The Way Home

**Name of Contract:** Homeless Housing and Access Revolving Loan Fund

<b>BUDGET PERIOD:</b>		<b>SFY 18</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Mary Sliney	Executive Director and Empowerment Educator	\$70,000	0.00%	\$0.00
Dianne Pitts	Senior Housing Counselor	\$12,500	0.00%	\$0.00
Lea Key	Housing Counselor	\$36,504	0.00%	\$0.00
Izet Hamidovic	HUD Homeless Program Assistant Manager	\$15,569	0.00%	\$0.00
Mari DeBlois	Housing Counselor, Financial Literacy Trainer	\$52,000	0.00%	\$0.00
Cindy Bringhurst	Housing Advocate & Housing Counselor	\$32,240	0.00%	\$0.00
Kellie Denoncourt	Housing Counselor, Steps to Success Coach	\$33,800	0.00%	\$0.00
Christina Sleeper	Healthy Home Peer Educator/Apartment Inspector	\$29,120	0.00%	\$0.00
Barbara Dunn	Housing Fund & Business Office Assistant	\$31,200	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

100% of funds are used for loans to house homeless families and individuals. The agency does not retain any funds to pay for the cost of doing this work.

Subject: Homeless Housing and Access Revolving Loan Fund (HHARLF) (RFA-2018-BHHS-02-HOMEL-07)

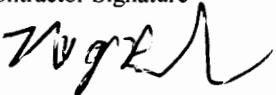

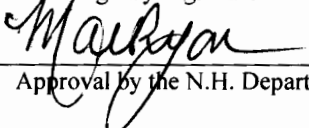
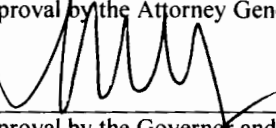
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc. (Tri-County CAP)		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7100	1.05-95-42-423010-7925-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$14,284.00
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert G. Boschen, Jr. Chief Executive Officer	
1.13 Acknowledgement: State of New Hampshire, County of Coos  On April 6, 2017, 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 		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
Date: 5/3/17			
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: 5/15/17			
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.

Contractor Initials RGB  
Date 4-6-17



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the Homeless Housing and Access Revolving Loan Fund (HHARLF). In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. 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.
- 1.5. 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.
- 1.6. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

**2. Scope of Work**

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in



**Exhibit A**

accordance with New Hampshire Emergency Shelter Homeless Housing and Access Revolving Loan Fund (HHARLF) RSA 126-A:63, it will utilize Homeless Housing and Access Revolving Loan Fund (HHARLF) funds for contract services indicated below and specified in Exhibit B of this agreement.

- 2.2. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving this assistance will reside in safe, sanitary housing that meets state and local housing codes.
- 2.3. The Contractor shall disburse funds or equivalent vouchers to landlords.
- 2.4. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.
- 2.5. The Contractor shall establish loan repayment terms as established by the Department in consultation with the Governor's Interagency Council on Homelessness, and include the requirement that repayment begins no later than one hundred and twenty (120) days after the loan is disbursed.
- 2.6. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.
- 2.7. The Contractor shall be responsible for all municipalities in Coos, Carroll and Grafton Counties, which shall be known as their Service Area.

**3. Reporting**

- 3.1. The Contractor shall provide monthly reports documenting all activities related to HHARLF services, including tracking the default rate, and monitoring dispersed and recovered HHARLF funds.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.



Exhibit A

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- 4.2. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with Contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.



Exhibit B

**Method and Conditions Precedent to Payment**

**1. General Provisions**

- 1.1. The following financial conditions apply to the Scope of Services as detailed in Exhibit A.
- 1.2. This Contract is funded 100% by the New Hampshire General Fund as follows:
  - 1.2.1. SFY18 not to exceed \$7,142
  - 1.2.2. SFY19 not to exceed \$7,142
  - 1.2.3. July 1, 2017 – June 30, 2019: Not to exceed \$14,284
- 1.3. Subject to the availability of State general funds, General Provisions of this Agreement, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for the Homeless Housing and Access Revolving Loan Fund Program, in an amount not to exceed, and for the time period specified above.

**2. Reports**

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one (1) 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 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.



**Exhibit B**

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

**4. Use of Grant Funds**

- 4.1. The State agrees to provide payment for actual costs, up to but not to exceed the amount for the Homeless Housing and Access Revolving Loan Fund Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. **Conformance to 2 CFR part 200:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.

**5. Contractor Financial Management System**

- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.



**Exhibit B**

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- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.2 of this Agreement.





### SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

Contractor Name:  
Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer

4-6-17

Date





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

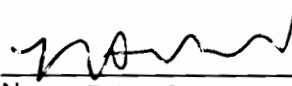
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:  
Tri-County Community Action Program, Inc.

4-6-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer



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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Tri-County Community Action Program, Inc.

Name: Robert G. Boschen, Jr.

Title: Chief Executive Officer

4-6-17

Date



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

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

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

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

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

Exhibit G

Contractor Initials RGB

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:  
Tri-County Community Action Program, Inc.

4-6-17  
Date

  
Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer

Exhibit G

Contractor Initials RGB

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:  
Tri-County Community Action Program, Inc.

A handwritten signature in black ink, appearing to read "R. Boschen, Jr.", written over a horizontal line.

Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer

4-6-17

Date



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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





Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

*Maureen Ryan*

Signature of Authorized Representative

*Maureen Ryan*

Name of Authorized Representative

*Director*

Title of Authorized Representative

*5/4/17*

Date

Tri-County Community Action Program, Inc.

Name of the Contractor

*[Signature]*

Signature of Authorized Representative

*Robert G. Boschen, Jr.*

Name of Authorized Representative

*Chief Executive Officer*

Title of Authorized Representative

*4-6-17*

Date



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

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

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

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

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

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

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

Contractor Name:  
Tri-County Community Action Program, Inc.

Name: Robert G. Boeche, Jr.  
Title: Chief Executive Officer

4-6-17  
\_\_\_\_\_  
Date



**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: 073975708

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?

X  NO                      \_\_\_\_\_ YES

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

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
  
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.6.1.1. [DHHSCchiefInformationOfficer@dhhs.nh.gov](mailto:DHHSCchiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  
- 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

**New Hampshire Department of Health and Human Services  
Exhibit K**



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 8-23-16:  
(Date)

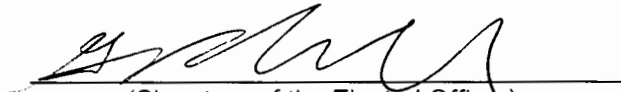
**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 6th day of April, 2017.  
(Date Contract Signed)

4. Robert G. Boschen, Jr. is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 6th day of April, 2017,

By Gary Coulombe, Secretary.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2016

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> Karen Shaughnessy <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> k.shaughnessy@crossagency.com
<b>INSURED</b> Tri-County Community Action Program, Inc 30 Exchange Street  Berlin NH 03570	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Ins Co INSURER B: AmGuard Ins Co 42390 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: 16-17 All lines 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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER		PHPK1521023	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 \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALLOWED AUTOS HIRED AUTOS  SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1521031	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) \$ Undertinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB548500	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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	Y/N Y N/A	TRWC783275 (3a.) NH K. Matthews, R. Urban & W. Hatch excluded	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Professional Liability</b>		PHPK1521023	7/1/2016	7/1/2017	Per Occurrence \$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)  
Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Dept of Health & Human Services 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 Chris Sharpe/JSC
--	--



# COMMUNITY ACTION

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752 7001 F: 603 752 7607

[www.tccap.org](http://www.tccap.org)

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/CEO: Randall S. Pilotte

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## **Mission Statement**

Tri-County CAP is dedicated to improving the lives and well-being of New Hampshire's people and communities. We provide opportunities and support for people to learn and grow in self-sufficiency and to get involved in helping their neighbors and improving the conditions in their communities.

*Financial Statements*

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**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.  
AND AFFILIATE**

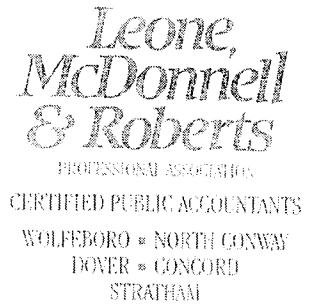
**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**  
**CONSOLIDATED FINANCIAL STATEMENTS**

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To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire



## **INDEPENDENT AUDITORS' REPORT**

### ***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of cash flows and functional expenses, and the related notes to the consolidated financial statements for the years then ended, and the related consolidated statement of activities for the year ended June 30, 2016.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

## **Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2015 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

## **Other Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 16, 2016, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire



**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 589,806	\$ 488,950
Accounts receivable	1,248,318	1,014,274
Pledges receivable	229,419	247,754
Inventories	88,880	116,150
Prepaid expenses	<u>40,992</u>	<u>30,678</u>
Total current assets	<u>2,197,415</u>	<u>1,897,806</u>
<b>PROPERTY</b>		
Property, plant, and equipment	13,388,060	13,468,105
Less accumulated depreciation	<u>(5,052,926)</u>	<u>(4,588,525)</u>
Property, net	<u>8,335,134</u>	<u>8,879,580</u>
<b>OTHER ASSETS</b>		
Restricted cash	787,761	540,395
Building refinance costs, net	<u>14,478</u>	<u>15,365</u>
Total other assets	<u>802,239</u>	<u>555,760</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 11,334,788</u></b>	<b><u>\$ 11,333,146</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Demand note payable	\$ 863,867	\$ 700,252
Current portion of long term debt	197,181	271,685
Current portion of capital lease obligations	2,718	-
Accounts payable	675,526	671,782
Accrued compensated absences	294,243	332,024
Accrued salaries	176,185	134,822
Accrued expenses	93,764	107,474
Refundable advances	233,329	191,343
Other liabilities	<u>510,910</u>	<u>280,474</u>
Total current liabilities	<u>3,047,723</u>	<u>2,689,856</u>
<b>LONG TERM DEBT</b>		
Long term debt, net of current portion	5,866,916	5,938,456
Capital lease obligations, net of current portion	11,756	-
Interest rate swap at fair value	<u>-</u>	<u>7,385</u>
Total liabilities	<u>8,926,395</u>	<u>8,635,697</u>
<b>NET ASSETS</b>		
Unrestricted	1,630,450	1,951,539
Temporarily restricted	<u>777,943</u>	<u>745,910</u>
Total net assets	<u>2,408,393</u>	<u>2,697,449</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 11,334,788</u></b>	<b><u>\$ 11,333,146</u></b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grant and contracts	\$ 12,304,094	\$ 300,307	\$ 12,604,401	\$ 13,830,872
Program funding	1,680,245	81,445	1,761,690	1,703,174
Utility programs	1,279,740	-	1,279,740	916,957
In-kind contributions	313,824	-	313,824	252,489
Contributions	253,726	14,206	267,932	137,183
Fundraising	37,281	-	37,281	43,416
Rental income	800,533	-	800,533	824,332
Interest income	272	-	272	485
(Loss) gain on disposal of property	(175,932)	-	(175,932)	16,560
Other revenue	421	-	421	91,349
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	16,494,204	395,958	16,890,162	17,816,816
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<hr/>	<hr/>	<hr/>	<hr/>
	363,925	(363,925)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	16,858,129	32,033	16,890,162	17,816,816
	<hr/>	<hr/>	<hr/>	<hr/>
<b>FUNCTIONAL EXPENSES</b>				
Program Services:				
Agency Fund	779,057	-	779,057	883,748
Head Start	2,176,567	-	2,176,567	2,289,054
Guardianship	735,473	-	735,473	767,955
Transportation	1,074,998	-	1,074,998	985,004
Volunteer	101,998	-	101,998	87,521
Workforce Development	366,205	-	366,205	449,251
Alcohol and Other Drugs	1,086,057	-	1,086,057	989,422
Carroll County Dental	513,419	-	513,419	496,634
Carroll County Restorative Justice	47,843	-	47,843	95,727
Support Center	276,766	-	276,766	249,099
Homeless	514,521	-	514,521	442,493
Energy and Community Development	6,988,501	-	6,988,501	7,433,283
Elder	1,125,851	-	1,125,851	1,088,328
Housing Services	161,727	-	161,727	172,157
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	15,948,983	-	15,948,983	16,429,676
Supporting Activities:				
General and administrative	1,236,429	-	1,236,429	1,154,866
Fundraising	1,191	-	1,191	4,498
	<hr/>	<hr/>	<hr/>	<hr/>
Total supporting activities	1,237,620	-	1,237,620	1,159,364
	<hr/>	<hr/>	<hr/>	<hr/>
Total functional expenses	17,186,603	-	17,186,603	17,589,040
	<hr/>	<hr/>	<hr/>	<hr/>
<b>CHANGES IN NET ASSETS FROM OPERATIONS</b>	(328,474)	32,033	(296,441)	227,776
<b>OTHER INCOME</b>				
Gain on interest rate swap	7,385	-	7,385	42,327
	<hr/>	<hr/>	<hr/>	<hr/>
<b>TOTAL CHANGES IN NET ASSETS</b>	(321,089)	32,033	(289,056)	270,103
<b>NET ASSETS, BEGINNING OF YEAR</b>	1,951,539	745,910	2,697,449	2,427,346
	<hr/>	<hr/>	<hr/>	<hr/>
<b>NET ASSETS, END OF YEAR</b>	\$ 1,630,450	\$ 777,943	\$ 2,408,393	\$ 2,697,449

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (289,056)	\$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	472,186	483,149
Loss (gain) on disposal of property	175,932	(16,560)
Gain on interest rate swap	(7,385)	(42,327)
Decrease (increase) in assets:		
Restricted cash	(247,366)	225,470
Accounts receivable	(234,044)	(180,597)
Pledges receivable	18,335	(247,754)
Inventories	27,270	(50,111)
Prepaid expenses	(10,314)	(3,392)
Other assets	-	818
Increase (decrease) in liabilities:		
Accounts payable	3,744	16,947
Accrued compensated absences	(37,781)	54,245
Accrued salaries	41,363	23,336
Accrued expenses	(13,710)	(8,588)
Refundable advances	41,986	(33,228)
Other liabilities	230,436	(125,119)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>171,596</u>	<u>366,392</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from disposal of property	75,000	57,159
Purchases of property and equipment	<u>(116,320)</u>	<u>(286,141)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(41,320)</u>	<u>(228,982)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net advance on demand note payable	191,660	199,201
Proceeds from long-term debt	-	13,089
Repayment of long-term debt	(219,778)	(239,753)
Repayment of capital lease obligations	<u>(1,302)</u>	<u>-</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(29,420)</u>	<u>(27,463)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	100,856	109,947
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>488,950</u>	<u>379,003</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 589,806</u>	<u>\$ 488,950</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<u>\$ 184,941</u>	<u>\$ 233,577</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Purchase of property and equipment financed by long-term debt	<u>\$ 45,689</u>	<u>\$ -</u>
Purchase of property and equipment financed by capital lease	<u>\$ 15,776</u>	<u>\$ -</u>
Line of credit converted to long term debt	<u>\$ 28,045</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements

**IRIS COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2018**

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Abuse	Carroll County Partial	Carroll County Resource Management	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total	
<b>Direct Expenses</b>																			
Payroll	\$ 85,543	\$ 1,115,668	\$ 469,882	\$ 469,988	\$ 63,803	\$ 198,484	\$ 618,812	\$ 312,948	\$ 19,541	\$ 164,742	\$ 287,318	\$ 1,133,059	\$ 484,156	\$ 11,890	\$ 5,419,962	\$ 650,629	\$ -	\$ 6,069,591	
Payroll taxes and benefits	18,492	308,789	128,546	91,265	14,706	53,937	161,856	66,224	6,087	43,120	88,194	319,438	105,855	-	1,384,635	161,376	-	1,546,310	
Assistance to clients	8,122	-	-	289	-	3,977	-	-	-	-	35,075	4,829,528	-	-	4,876,591	-	-	4,876,591	
Consultants and contractors	4,938	30,459	6,270	37,208	813	158	38,701	22,180	6,570	669	10,030	18,639	68,820	1,439	243,834	35,565	-	278,399	
Fiscal and administrative	1,606	18,755	7,960	4,568	4,961	88,079	22,403	5,379	610	1,153	86,324	48,324	2,771	1,439	96,183	92,758	-	191,941	
Space costs and rentals	21,495	186,778	32,638	13,660	4,961	88,079	75,412	14,198	14,198	7,673	33,841	162,851	54,172	6,305	585,904	217,234	-	803,138	
Consumable supplies	12,991	134,976	10,364	10,694	2,513	1,994	75,412	17,092	8,771	300,094	300,576	300,094	300,576	6,305	889,486	19,575	-	909,060	
Maintenance of equipment and rental	2,490	2,383	1,018	5,970	4,288	-	1,273	4,288	-	9,116	492	9,650	11,769	-	23,479	88	-	23,567	
Building and grounds maintenance	2,490	30,164	1,637	3,295	1,637	4,435	10,293	1,637	-	8,116	492	9,650	11,769	-	23,479	88	-	23,567	
Utilities	125,888	24,107	14,626	13,897	910	7,176	39,469	5,160	1,026	20,769	21,059	34,498	19,574	22,802	355,812	4,667	-	380,479	
Fixed fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel and meetings	660	56,701	29,342	89,793	1,456	13,891	14,186	1,901	283	8,084	16,134	19,070	32,195	2,104	253,610	6,644	-	282,464	
Vehicle expense	3,891	63	-	144,866	-	-	1,184	1,891	283	8,084	16,134	19,070	32,195	2,104	253,610	6,644	-	282,464	
Insurance	113,200	19,931	1,138	52,553	-	-	20,808	2,396	-	6,631	9,315	42,863	-	15,820	186,863	5,411	-	192,074	
Interest expense	125,891	7	503	1,538	60	-	6,504	36,744	-	22	968	13,729	161	-	284,468	5,488	-	289,946	
Other direct program costs	17,145	14,445	14,250	19,777	5,745	507	50,532	1,938	628	1,918	1,974	12,328	5,346	11,080	184,938	4,665	-	189,603	
Depreciation and amortization expense	180,855	241,764	-	116,839	6,612	-	22,844	32,542	-	10,028	1,762	19,251	2,214	67,382	471,891	295	-	542,186	
In-line expended	-	-	-	-	-	-	-	-	-	4,855	11,969	19,251	45,801	-	313,824	-	-	313,824	
<b>Total Direct Expenses</b>	779,057	2,176,667	735,473	1,074,988	101,988	366,205	1,086,057	513,419	47,843	276,766	514,521	6,988,501	1,125,851	161,727	15,946,983	1,238,429	1,191	17,186,603	
<b>Indirect Expenses</b>																			
Indirect costs	90,502	230,922	89,118	119,834	11,376	36,108	127,802	59,962	4,144	33,812	56,001	249,401	128,049	-	1,236,429	-	-	1,236,429	
<b>Total Direct &amp; Indirect Expenses</b>	\$ 869,559	\$ 2,407,489	\$ 824,591	\$ 1,194,822	\$ 113,374	\$ 402,313	\$ 1,213,859	\$ 573,381	\$ 51,987	\$ 310,578	\$ 570,522	\$ 7,237,902	\$ 1,253,900	\$ 161,727	\$ 17,185,412	\$ 1,191	\$ -	\$ 17,186,603	

See Notes to Consolidated Financial Statements

IRL COUNTY COMMUNITY ACTION PROGRAM, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2015

	Agency Fund	Head Staff	Guardianhip	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy & Developments	Elder	Housing Services	Total	General & Administrative	Fundraising	Total	
<b>Direct Expenses</b>																			
Payroll	\$ 71,025	\$ 1,082,892	\$ 504,994	\$ 484,846	\$ 60,650	\$ 245,876	\$ 577,998	\$ 294,190	\$ 55,596	\$ 160,077	\$ 269,284	\$ 1,148,181	\$ 446,658	\$ 17,214	\$ 5,380,469	\$ 634,111	\$ -	\$ 6,014,580	
Payroll taxes and benefits	15,944	289,323	127,566	76,730	15,750	89,708	153,187	59,423	13,810	38,134	62,333	310,895	103,555	-	1,332,156	152,324	-	1,484,482	
Assistance to clients	616	90	-	-	-	7,481	116	-	-	1,087	17,472	5,303,742	740	-	5,331,344	-	-	5,331,344	
Consultants and contractors	12,558	24,210	4,725	17,420	-	-	18,343	14,995	1,715	3,000	13,866	14,927	48,490	-	175,189	30,030	-	205,219	
Repair and maintenance	14,222	177,877	35,269	13,362	5,971	99,972	18,287	6,454	20,552	648	1,646	38,143	69,579	30	98,897	99,594	-	198,291	
Commodities and per diem	4,285	289,235	11,610	16,669	1,075	4,966	7,237	22,479	-	5,320	288,488	184,993	297,854	-	647,450	177,480	-	824,900	
Maintenance of equipment and metal	88,200	38,689	10,770	3,422	-	200	1,051	108	133	6,922	5,320	288,488	297,854	1,574	1,023,719	16,168	-	1,039,887	
Building and grounds maintenance	175,573	23,064	18,078	19,231	742	7,500	46,544	1,167	1,696	8,542	3,264	1,696	4,169	27,846	182,274	18	-	50,393	
Utilities	-	-	-	-	-	-	-	87,786	1,090	20,822	20,746	38,176	21,560	28,813	429,140	8,659	-	435,303	
Food fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
Travel and meetings	2,293	59,230	28,416	38,723	1,071	14,192	12,567	1,241	1,086	5,337	14,271	13,002	31,320	1,794	224,478	15,381	-	239,859	
Vehicle expenses	505	-	-	148,927	-	7,099	7,099	87	-	2,917	44,858	44,858	204,123	-	204,123	5,561	-	209,684	
Insurance	114,556	26,347	1,107	55,738	787	-	21,866	2,268	-	6,433	8,125	44,853	-	18,641	298,739	4,316	-	309,055	
Interest expense	183,045	48	-	433	29	-	6,983	40,498	-	2	1,125	6,338	-	24	238,523	2,723	-	241,246	
Other direct program costs	13,721	13,992	12,116	8,126	280	-	12,014	1,316	-	70	3,130	(19,680)	5,759	14,009	64,354	8,618	-	78,068	
Depreciation and amortization expense	181,048	14,259	4,656	118,639	-	-	23,538	43,618	-	10,025	1,752	10,277	9,940	67,396	483,148	-	-	483,148	
In-kind expended	-	225,019	-	-	-	-	-	-	-	-	-	-	27,470	-	252,489	-	-	252,489	
<b>Total Direct Expenses</b>	883,748	2,289,054	767,955	985,004	87,521	419,251	989,422	486,634	95,727	249,099	442,493	7,433,283	1,059,328	172,157	16,429,676	1,154,886	4,498	17,589,040	
<b>Indirect Expenses</b>																			
Indirect costs	85,922	238,461	89,837	99,881	9,938	41,326	111,258	52,143	8,561	28,551	47,309	235,297	112,581	-	1,154,886	(1,154,886)	-	-	
<b>Total Direct &amp; Indirect Expenses</b>	969,670	2,527,515	857,792	1,084,885	97,460	460,577	1,100,680	548,777	104,288	277,650	489,802	7,668,580	1,200,909	172,157	17,584,542	-	4,498	17,689,040	

See Notes to Consolidated Financial Statements

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

#### **NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Organization and Principles of Consolidation**

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

##### **Nature of activities**

The Organization's programs consist of the following:

##### **Agency**

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

##### **Head Start**

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of services, which include: Early learning, Health and Family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial security.

Programs support and strengthen parent-child relationships and engage families around children's learning and development. Tri County Community Action Head Start serves 241 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 3 home based options.

### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 21 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

### **Volunteer**

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 400 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

### **Alcohol & Other Drugs (AOD)**

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. The Organization is currently exploring the construction of a new center for the Alcohol and Other Drugs program, to enhance their services. There was \$92,748 of pre-development capitalized expense in the current year.

### **Carroll County Dental**

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

### **Carroll County Restorative Justice**

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

### **Support Center**

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.



The Organization also provides some housing rehabilitation services to help preserve older housing stock.

### **Energy Assistance and Outreach**

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact site allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

### **Low-Income Weatherization**

The NH Weatherization Program helps low-income families, Elderly, Disabled, Small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates Local NH jobs.

### **Elder**

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

### **Housing Services**

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

### **Method of accounting**

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

### **Basis of presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2016 and 2015. The Organization had temporarily restricted net assets of \$777,943 and \$745,910 at June 30, 2016 and 2015, respectively.

### **Restricted and unrestricted support**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2016 and 2015.

### **Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

**Level 1:** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

**Level 2:** Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

**Level 3:** Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the bond payable, formerly bearing monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap was included on the balance sheet as a long term liability. The amount of the unrealized gain for the year ended June 30, 2016 was \$7,385 and there was no fair value of the swap remaining after the bond was renewed.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

#### **Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

#### **Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

#### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$233,329 and \$191,343 as of June 30, 2016 and 2015, respectively.

#### **Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2012.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

### **Retirement plan**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2016 and 2015, there were no discretionary contributions recorded. Subsequent to year end, the discretionary contributions were reinstated by the Organization. Further information can be obtained from the Organization's 403(b) audited financial statements.

### **Donated services and goods**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2016 and 2015, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$229,419 and \$247,754, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

#### **Use of estimates**

The presentation of financial statements in conformity accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

#### **Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

#### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

**Other Occupancy expenses** are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2015 received provisional approval and is effective until amended at a rate of 12.5%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2015 was 11.5%.

#### **Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2016 and 2015 was \$27,769 and \$18,009, respectively.

## **NOTE 2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2016, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2016, there was approximately \$864,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

#### **Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.



Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2016. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2016 and 2015 was \$186,908 and \$186,721, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2016 and 2015 was \$509,095 and \$276,791, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2016 and 2015 was \$503,888 and \$271,547, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2016 and 2015; however, subsequent to year end, the final assessed fee of \$5,207 was paid by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2016 and 2015 was \$81,593 and \$70,992, respectively.

### **NOTE 3. INVENTORY**

In 2016 and 2015, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2016 and 2015, consists of weatherization materials totaling \$88,880 and \$116,150, respectively. Inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable and was written off in April 2015. The Northern Forest Heritage Park was sold during the year ended June 30, 2016.

**NOTE 4. ACCRUED EARNED TIME**

For the years ending June 30, 2016 and 2015, employees of the Organization are eligible to accrue vacation for a maximum of 200 hours and 240 hours, respectively. At June 30, 2016 and 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$294,243 and \$332,024, respectively. Subsequent to year end, the Organization reduced the amount that employees were allowed to accrue to 180 hours as of September 30, 2016 and will further reduce that amount to 160 hours effective December 31, 2016.

**NOTE 5. PROPERTY**

Property consists of the following at June 30, 2016:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$10,682,236	\$ 3,325,948	\$ 7,356,288
Equipment	2,237,057	1,726,978	510,079
Land	<u>468,767</u>	<u>-</u>	<u>468,767</u>
	<b><u>\$13,388,060</u></b>	<b><u>\$ 5,052,926</u></b>	<b><u>\$ 8,335,134</u></b>

Property consists of the following at June 30, 2015:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$10,599,723	\$ 3,018,512	\$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	<u>691,467</u>	<u>-</u>	<u>691,467</u>
	<b><u>\$13,468,105</u></b>	<b><u>\$ 4,588,525</u></b>	<b><u>\$ 8,879,580</u></b>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2016 and 2015 was \$471,299 and \$482,262, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

**NOTE 6. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 120,899	\$ 133,110
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	163,026	174,527
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	31,688	33,651
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,593	9,061
Note payable with a bank requiring 120 monthly installments of \$475, including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	-	2,820
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	386,831	444,989
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan. Final installment due April 2021. See Note 8.	23,585	-

Note payable to a related party, interest accrues at 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. This note was paid off in April 2016.	-	12,578
Note payable to a non-profit organization (related party), interest accrues at 5% per annum, with monthly installments of \$3,400. Full principal plus interest due during the Organization's fiscal year end 2013, informally extended through September 2018.	84,563	120,147
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	16,832	-
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	16,628	-
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	6,666	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2018.	440,653	462,878
Bond payable with a bank requiring monthly installments of \$14,485 (previously \$15,260 prior to the renewal in March 2016), including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2016 of 3.29%. Prior to the renewal there was a swap agreement in place with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio was 1.10) or 3% (when the Organization's debt service coverage ratio was 1.20). Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,896,533	2,948,780

Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.	<u>250,000</u>	<u>250,000</u>
	6,064,097	6,210,141
Less current portion due within one year	<u>(197,181)</u>	<u>(271,685)</u>
	<u>\$ 5,866,916</u>	<u>\$ 5,938,456</u>

The scheduled maturities of long term debt as of June 30, 2016 were as follows:

<b>Years ending June 30</b>	<b>Amount</b>
2017	\$ 197,181
2018	598,108
2019	155,080
2020	153,089
2021	443,142
Thereafter	<u>4,517,497</u>
	<u>\$ 6,064,097</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively.

#### **NOTE 7. CAPITAL LEASE OBLIGATIONS**

During the year ended June 30, 2016, the Company leased a phone system and a copier under the terms of capital leases expiring in November 2020 and March 2021, respectively. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2016, consist of the following:

Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020. \$ 8,823

Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by the copier and will mature in March 2021. 5,651

14,474  
 Less current portion (2,718)  
\$ 11,756

The scheduled maturities of capital lease obligations as of June 30, 2016 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2017	\$ 2,718
2018	2,981
2019	3,269
2020	3,584
2021	<u>1,922</u>
	<u>\$ 14,474</u>

**NOTE 8. DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.50% from December 17, 2015 through June 30, 2016 (previously at 4.25% from July 1, 2014 through December 16, 2015), and totaled \$600,000 and \$400,000 at June 30, 2016 and 2015, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2016 and 2015, the outstanding debt totaled \$263,867 and \$256,698, respectively, which included accrued interest of \$13,867 and \$5,860, respectively.

The Organization had available a \$25,000 line of credit with Bank of New Hampshire which was secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bared interest at 4.25% per annum. The Northern Forest Heritage Park was sold during the year ended June 30, 2016, at which time the line of credit was paid off in full. The balance at June 30, 2015, was \$15,509.

The Organization had available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bared interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015. The line of credit was converted to a term loan during the year ended June 30, 2016, see **Note 6**.

**NOTE 9. LEASES**

**Operating Leases**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2016 and 2015, the annual rent expense for leased facilities was \$158,499 and \$180,867, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2016, are as follows:

<b>Years ending <u>June 30</u></b>	<b><u>Amount</u></b>
2017	\$ 129,830
2018	63,388
2019	62,212
2020	34,974
2021	31,144
Thereafter	<u>215,882</u>
	<b><u>\$ 537,430</u></b>

**NOTE 10. IN-KIND CONTRIBUTIONS**

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs.

The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 11. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2016 and 2015, approximately \$12,200,000 (72%) and \$12,900,000 (73%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2016 and 2015 approximately 66% and 69%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.



**NOTE 12. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653	\$ 32,653
Berlin Area Renewable Energy Initiative	-	7,281
RSVP Program Funds	13,637	7,112
10 Bricks Shelter Funds	135,257	122,252
Service Link	19,135	-
Donations to Mahoosuc Trail	6,842	6,842
Carroll County Transit Program	682	-
Coos County Transit Program	586	-
Senior Meals	53,381	-
Community Contact	-	15,040
Donations to Maple Fund	1,825	1,825
EAP	68,143	-
FAP/EAP	12,167	38,117
Homeless Programs	43,277	47,677
Temporary Municipal Funding	229,419	247,754
Head Start	875	-
Julien Fund (AOD)	775	575
Angelias Fund (AOD)	235	235
Loan Programs	37,427	36,291
Private Funding for Alcohol and Other Drug Program	-	50,000
L. CHIP – Brown Co. House	22,314	19,443
Restricted Buildings	<u>99,313</u>	<u>112,813</u>
Total temporarily restricted net assets	<u>\$ 777,943</u>	<u>\$ 745,910</u>

**NOTE 13. COMMITMENTS AND CONTINGENCIES****Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

#### **NOTE 14. RELATED PARTY TRANSACTIONS**

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer, which was paid off as of June 30, 2016. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the years ended June 30, 2016 and 2015 was \$84,563 and \$132,725, respectively.

#### **NOTE 15. RESIDUAL RECEIPTS ACCOUNT**

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Cornerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

#### **NOTE 16. PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended June 30, 2015, for Cornerstone Housing North, Inc. have been restated to correct an error. In the previously issued financial statements, salaries were allocated for the Chief Finance Officer and Chief Executive Officer of Tri-County Community Action Program, Inc., without prior written approval from HUD. HUD ultimately disallowed the expense. Tri-County Community Action Program, Inc. paid these funds back to Cornerstone Housing North, Inc. in the current year. Correction of this error increased the net assets for Cornerstone Housing North, Inc. by \$4,479 at June 30, 2015 and reduced the net assets of Tri-County Community Action Program, Inc. by \$4,479 at June 30, 2015; therefore, these amounts netted to zero on the Statements of Financial Position and Statements of Activities.

**NOTE 17. RECLASSIFICATION**

Certain amounts and accounts from the prior year consolidated financial statements have been reclassified to enhance the comparability with the presentation for the current year.

**NOTE 18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 16, 2016, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2016

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services					
Head Start	93.600	State of New Hampshire Office of Energy and Planning	01CH10000-01-00		1,160,344
Low-Income Home Energy Assistance	93.600	State of New Hampshire Office of Energy and Planning	01CH10000-02-00		852,034
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning		G-15B1NH-LIEA	205,091
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Department of Health and Human Services		G-16B1NH-LIEA	4,777,940
Community Services Block Grant	93.569	Southern New Hampshire Services, Inc.		15AANH3SP	10,412
Temporary Assistance for Needy Families (TANF) Workplace Success	93.558	State of New Hampshire Department of Health and Human Services		102-500731	647,509
Temporary Assistance for Needy Families (TANF)	93.558	State of New Hampshire Department of Health and Human Services		102-500731	279,641
Centers for Disease Control and Prevention (Oral Health Program)	93.043	State of New Hampshire Department of Health and Human Services		90072003	24,800
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	93.045	State of New Hampshire Department of Health and Human Services		102-500731	10,260
National Family Caregiver Support (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services		541-500383	2,202
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services		UNKNOWN	69,142
Medical Assistance Program (Options Counseling and I&R #7)	93.044	State of New Hampshire Department of Health and Human Services		UNKNOWN	19,754
Medical Assistance Program (Transportation)	93.778	State of New Hampshire Department of Health and Human Services		512-500352	44,158
Medical Assistance Program (Vet's ASK)	93.778	State of New Hampshire Department of Health and Human Services		102-500734	43,952
Nutrition Services Incentive Program (NSIP)	93.053	Easter Seals New Hampshire		UNKNOWN	196,353
Social Services Block Grant (Title XX I&R)	93.687	State of New Hampshire Department of Health and Human Services		UNKNOWN	14,608
Social Services Block Grant	93.687	State of New Hampshire Department of Health and Human Services		UNKNOWN	91,879
Social Services Block Grant (Title XX I&R)	93.687	State of New Hampshire Department of Health and Human Services		UNKNOWN	3,407
Social Services Block Grant (Title XX I&R)	93.687	State of New Hampshire Department of Health and Human Services		UNKNOWN	164,777
Social Services Block Grant (Title XX I&R)	93.687	State of New Hampshire Department of Health and Human Services		544-500386	4,520
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	93.045	State of New Hampshire Department of Health and Human Services		541-500383	84,096
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)	93.517	State of New Hampshire Department of Health and Human Services		UNKNOWN	9,300
Centers for Medicare and Medicaid Services (SHIP)	93.324	State of New Hampshire Department of Health and Human Services		UNKNOWN	9,753
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	93.048	State of New Hampshire Department of Health and Human Services		UNKNOWN	12,643
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building)	93.048	Belknap-Merrimack Community Action Partnership		UNKNOWN	1,800
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)	93.071	State of New Hampshire Department of Health and Human Services		UNKNOWN	25,656
Centers for Medicare and Medicaid Services (Marketplace Assistant Services)	93.525	Lakes Region Partnership for Public Health		UNKNOWN	23,618
Administration for Children and Families, Promoting Safe & Stable Families	93.556 & 93.592	State of New Hampshire Department of Health and Human Services		UNKNOWN	49,299
Center for Disease Control and Prevention (SVP)	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence		UNKNOWN	5,036
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of New Hampshire Division of Public Health Services		UNKNOWN	232,455
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing		05-95-49-491510	79,829
Total U.S. Department of Health and Human Services					9,158,268
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services		EE0006169	186,677
Total U.S. Department of Energy					186,677
U.S. Corporation for National and Community Service					
Retired and Senior Volunteer Program	94.002		13SRANH001		56,453
Retired and Senior Volunteer Program	94.002		16RANH001		18,070
Total U.S. Corporation for National and Community Service					74,523
U.S. Department of Agriculture					
Supplemental Nutrition Assistance Program (food stamps)	10.551		UNKNOWN		5,967
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education		UNKNOWN	133,046
Total U.S. Department of Agriculture					138,413
U.S. Department of Homeland Security					
Emergency Management Performance Grants (FEMA)	97.042		592200-001		13,333
Total U.S. Department of Homeland Security					13,333
U.S. Department of Justice					
Grants to Encourage Arrest Program (GTEAP)	16.590	State of New Hampshire Coalition against Domestic and Sexual Violence		2014-WE-AX-0036	3,585
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence		UNKNOWN	77,366
Sexual Assault Services Formula Program (SASFP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence		2014-KF-AX-0012	9,331
Total U.S. Department of Justice					90,312

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2016**

FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
	<b>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</b>			
	<b>U.S. Department of Transportation</b>			
20.509	Formula Grants for Rural Areas (Section 5311)		NH-18-X046	372,323
20.513	Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)		NH-16-X042	800
20.526	Buses and Bus-Related Facilities Program (Section 5339)		NH-34-0001	1,214
20.513	Enhanced Mobility of Seniors and Individuals with Disabilities		NH-65-X004	37,325
20.513	Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)		NH-16-X043	25,062
	Total U.S. Department of Transportation			<u>436,724</u>
	<b>U.S. Department of Housing and Urban Development</b>			
14.231	Emergency Solutions Grant Program		102-500731	79,011
14.267	Continuum of Care Program (HOIP)		NH0012L1T001407	130,821
14.228	Community Development Block Grant		UNKNOWN	405,137
	Total U.S. Department of Housing and Urban Development			<u>614,969</u>
	<b>U.S. Department of Labor</b>			
17.258	WAWM/OA Adult Program		2015-0004	38,657
17.278	WAWM/OA Disabled Worker Formula Grants		2015-0004	43,113
	Total U.S. Department of Labor			<u>81,770</u>
	<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<u>\$ 1,0794,969</u>

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

**NOTE C - INDIRECT RATE**

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 16, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2016. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

***Opinion on Each Major Federal Program***

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.



## Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2016**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
  - U.S. Dept. of Housing & Urban Development, Community Development Block Grant – CFDA #14.228
  - U.S. Dept. of Health & Human Services, Community Services Block Grant – CFDA #93.569
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None



# COMMUNITY ACTION

www.tccap.org

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752-7001 f: 603 752 7607

www.tccap.org

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilotte

## BOARD OF DIRECTORS FY2017

### COÖS COUNTY

Board Chair  
Sandy Alonzo

Treasurer  
Cathy Conway

Secretary  
Gary Coulombe

### CARROLL COUNTY

Anne Barber

Michael Dewar

Vice Chair  
Dino Scala

Karolina Brzozowska

### GRAFTON COUNTY

Linda Massimilla

Tricia Garrison

Serving Coos, Carroll & Grafton Counties



## Robert Boschen, Jr., CMA, MBA

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### WORK EXPERIENCE

**Tri-County Community Action Program** **Berlin, New Hampshire**  
**Chief Executive Officer** **April 2016 – Present**

- ☐ Responsible for the strategic and day to day operations for a \$20 million agency. 280+ employees

**Chief Operating/Chief Financial Officer** **March 2015 – April 2016**

- ☐ Responsible for assisting with the strategic and day to day operations and fully responsible for the financial operations, information technology, human resources and facilities management.

**Chief Financial Officer** **June 2014 – March 2015**

- ☐ Responsible for financial operations and facilities management..

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**Town of Falmouth** **Falmouth, Maine**  
**Director of Finance** **August 2011 – May 2014**

- ☐ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165  
Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.

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**City of Waterville** **Waterville, Maine**  
**Director of Finance/Treasurer** **October 2006 – August 2011**

- ☐ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

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**State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine** **Nov 2003 - Oct 2006**  
**Director of Finance for the Office of Medical Services (Medicaid)** **Aug 2005 – Oct 2006**

**Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)** **Nov 2003 – Jul 2005**

- ☐ Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

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**M&H Logging and Construction** **Rangleey, Maine**  
**Controller** **September 2001 – November 2003**

- ☐ Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise.

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**Franklin Community Health Network** **Farmington, Maine**  
**Controller** **October 1997 – September 2001**

- ☐ Reported directly to CFO for this rural health network that had about \$63 million in revenues.

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**Aetna, Inc. and Aetna Life and Casualty** **September 1991- July 1997**

**Aetna, Inc. - Aetna/US Healthcare - Midwest Region** **Chicago, Illinois**

**Director Planning and Budgeting** **September 1996 - July 1997**

- ☐ Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.

**Aetna Life & Casualty Company - Pharmacy - Finance Department** **Middletown, Connecticut**

**Director/CFO - Finance** **February 1994 - September 1996**

- ☐ Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- ☐ \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. ☐ Created 1996 to 1998 strategic plans.

**Aetna Life & Casualty Company - Information Technology** **Hartford, Connecticut**

**Expense Management Consultant & Account Representative** **September 1991 - February 1994**

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**United Technologies - Otis Elevator International/Hamilton Standard** **Connecticut**  
**Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.** **February 1988 - September 1991**

**Kaiser Permanente, Accountant - Medical Group** **Hartford, Connecticut, Dec 1986 - Feb. 1988**

**KMG Main Hurdman, Tax Specialist** **Stamford, Connecticut, March 1986 - Dec 1986**

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### PROFESSIONAL ORGANIZATIONS & EDUCATION

- ☐ Member of Institute of Management Accountants
- ☐ The University of Connecticut, Storrs, Connecticut
- ☐ The University of Connecticut, Storrs, Connecticut
- ☐ Passed the Certified Public Accountant Examination.
- ☐ Master of Business Administration
- ☐ Bachelor of Science in Business Administration - Finance

# **Jeanne L. Robillard**

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## **CORE STRENGTHS**

Program development, management and administration ♦ Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management ♦ Budget performance and financial reporting  
Innovative solutions & problem solving ♦ Capacity building  
Professional presentations ♦ Public speaking  
Dedication ♦ Imagination ♦ Determination ♦ Fortitude

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## **PROFESSIONAL EXPERIENCE**

**Tri-County Community Action Programs, Inc.**  
**Division Director: TCCAP Prevention Services**  
**Berlin, NH current FT employment**

Responsible for three agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

**Tri-County Community Action Programs, Inc.**  
**Program/Division Director: Support Center at Burch House**  
**Littleton, New Hampshire 2007- 2015**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

**Bookkeeper: Women's Rural Entrepreneurial Network (WREN)**  
**Bethlehem, NH current PT employment**

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

**Tri-County Community Action Programs, Inc.**  
**Direct Services/Volunteer Coordinator: Support Center at Burch House**  
**Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program  
Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter  
Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

**Executive Administrative Assistant: North Country United Way  
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

**Accounting Department: Easter Seals/Goodwill/Rehabilitation Centers, Inc.  
New Haven, Connecticut 1985-1989**

Consumer accounts receivable; delinquent account collections; insurance billing; administrative operations purchasing for over 300 employees; purchasing of medical equipment and supplies for rehabilitation facilities; purchasing retail merchandise for twelve Goodwill stores; reduced agency spending on common supplies by 20% through bulk purchasing and vendor purchase agreements.

**Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**  
Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)**  
**Southern Connecticut Community College, New Haven, CT**

**Additional Skills, Professional Leadership and Civic Affiliations**

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-current*
- ◆ Bethlehem Planning Board 2010 - *current*
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*
- ◆ Avid outdoor enthusiast and angler

# RANDALL S. PILOTTE

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## SUMMARY

Accounting professional with over 26 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax

## EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

**Fiscal Director/Interim CFO** (2016 – Present)

**Accounting Manager** (2015 – 2016)

- Direct and manage a fiscal staff of 4 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

**Accountant** (2013-2014)

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH

04/2011-04/2013

**Auditor**

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH

03/1989-09/2010

**Assistant Controller** (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.

- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

**Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

**Accountant/Payroll Supervisor (1994-1999)**

**Accountant (1989-1994)**

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

**Associate Results Accountant (1988-1989)**

**Accounts Payable (1987-1988)**

**SPECIAL PROJECTS**

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

**VOLUNTEERISM**

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

**EDUCATION**

**Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH**



# DAWN FERRINGO

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## Experience

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### **Prevention Services Division Director, Tri-County CAP, Berlin, NH July 2016 to present**

- Write, manage, and administer federal, state, and local grants and grant deliverables
- Provide supervision of all programs directors under Division
- Oversee and administer all fiscal and administrative matters related to programs, including budget preparation, tracking, and management, grants preparation and management, reports to funders and audit requirements
- Maintain program documentation and ensure compliance with funding standards (including audits, reports and compliance checks) and objectives as required by funders
- Prepare monthly financial reports and Division reports for CEO/COO and TCCAP Board
- Ensure program integrity, viability, and compliance with all funding standards
- Ensure program has adequate resources to sustain operations and programs
- Represent program at community, business, and civic functions
- Develop and maintain positive collaborative relationships with area health and human service providers, and other civic and business organizations
- Represent Division programs in federal, state and local initiatives
- Organize, plan, and prepare agency development and fundraising projects

### **Shelter Manager, Tyler Blain House, Tri-County CAP, Lancaster, NH March 2016 to June 2016.**

- Responsible for the general welfare and safety of all Shelter Residents.
- Direct intake and exit procedures.
- Maintain appropriate client records.
- Oversee the enforcement of house rules and standards of conduct.
- Coordinate and assist with the provision of case management services for residents.
- Supervise other House staff: hire, train, schedule and evaluate; oversee the submission of payroll forms.
- Oversee the maintenance of the Shelter building and grounds with TCCAP Facilities; keep the interior orderly, clean and safe, the exterior sound and presentable, house vehicle, appliances and office equipment in good working order.
- Maintain cash receipts for shelter guests rent, submit rent revenue to Accounts Receivable, and review and submit bills for payment.
- Be responsible for the receipt, storage and disbursement of donated goods.
- Keep necessary records; prepare and submit reports on Shelter activities as required by funders.
- Enter statistical data into State HMIS system; act as one of the coordinated entry points for the Northern Region per State of NH BHHS, attend HMIS trainings as needed.
- Operate under strict client confidentiality and code of conduct requirements.
- Abide by the Homeless Programs Ethics Policy.
- Public Relations Representative for the Tyler Blain House and related TCCAP programs to include statewide Shelter Meetings, other meetings and opportunities for community outreach as necessary..
- Assist Homeless Programs Manager and Prevention Division Director with fund raising and grant writing.
- Communicate regularly with Homeless Programs Manager and Prevention Division Director; inform them of important issues promptly.

**Director of Welfare, Town of Bethlehem, Bethlehem, NH July 2009 to March 2016.**

- Developed municipal welfare policy and maintained policy integrity, viability and compliance with NH RSA 165, Aid to Assisted Persons.
- Oversaw and administered all fiscal and administrative matters related to municipal welfare including budget preparation, tracking and management.
- Effectively reduced over all municipal welfare budgets by 60% over the course of three years through program evaluation and established new policy and program facilitation practices.
- Provided case management for clients who qualify for general assistance, which often includes resource and referrals networking and client advocacy.
- Employed a method of self-care with clients including self assessment, goal setting, strategies and desired outcomes in the Seven Areas of Wellness.
- Monitored legislation and new programs and makes recommendations regarding the administration of the welfare function to the Board of Selectmen;
- Made frequent collateral contact requiring considerable skill and tact in eliciting confidential and pertinent information in order to determine eligibility for assistance.
- Maintained meticulous case files, case notes, and other related records.
- Established and maintains effective relationships with state and local social services organizations.
- Maintained strict confidentiality practices.

**Development and Special Events Manager, Adaptive Sports Partners of the North Country, Franconia, NH October 2013 – May 2014.**

- Annual Fundraising and Resource Development: Worked with the Executive Director and Development Committee to create, oversee and manage annual fundraising plan for the organization. Helped to establish new mission statement, strategic plan and case statement for the organization.
- Event Management: Managed key fundraising events throughout the year including; Wobble 'n Gobble Thanksgiving Day 5K, Pirates of the High Skis, Sunrise Ascent on Mount Washington, Any Which Way You Can Triathlon Challenge, and multiple smaller events.
- Outreach and Communication: Promoted Adaptive Sports Partners of the North Country's mission and business operation in the community and beyond.

**Workplace Success Facilitator/Community Job Specialist, Tri-County CAP, Littleton, NH September 2007 – January 2011.**

- Conducted daily work simulated sessions through "Service Bureau" projects and Workplace Success curriculum to participants enrolled with the NH Employment Program (NHEP).
- Followed each participant's NHEP Employability Plan in an effort to resolve employment barriers.
- Coordinated Community Work Experience Program (CWEP) in Grafton, Coos, and Carroll Counties for participants who completed Workplace Success.
- Developed and maintained relationships with the volunteer sites and acted as a liaison for these sites, the client, and the NHEP Employment Counselor Specialist.
- Prepared Work Experience Program agreements with volunteer sites and clients, maintained weekly attendance reports for NH Employment Counselors, as well as client evaluations.
- Developed new volunteer sites through community relations and business networking through outreach by means of marketing and presentation. Maintained monthly and weekly reports for the State of NH's Department of Family Assistance.

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## **Education**

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**MA in Human Services**, Springfield College School of Professional and Continuing Studies, Boston, MA  
December 2016

**BA in Liberal Arts**, Vermont College at Norwich University, January 2003

**AS in Accounting and Business Management**, NH Technical College, Berlin, NH May 1993

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## **Professional and Community Affiliations**

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**NH Local Welfare Administrators Association**, 2009 – 2016

**The Bethlehem Heritage Society**, member February 2015 to present

**The Support Center at the Burch House**: Advisory Council Member June 2014 to 2016.

**Bethlehem Elementary School Board**: Member March 2014 to present and March 2008 to March 2011

**Franconia Children's Center Board of Directors**, September, 1999 to June 2002

References Available Upon Request

# Andrew Stone

## OBJECTIVE

An organized, empathetic Human Service worker with over 14 years experience in direct client service and 7 years managerial experience. Client-focused with strong commitment to serving the needs and improving the quality of life of at-risk populations.

## EXPERIENCE

### Homeless Programs Coordinator, Tri-County CAP

July '12 – Present

- + Oversaw the operations of Homeless Outreach/PATH, the Tyler Blain House Homeless Shelter and Tyler's Second Time Around Thrift Store as well as supervised staff within the programs.
- + Collected and tabulated statistics from Homeless staff in order to complete activity reports required by funders.
- + Assisted with the development and implementation of homeless programs budgets and workplans.

### Homeless Outreach/PATH Worker, Tri-County CAP

November '09 – Present

- + Identified clients who were unsheltered through direct outreach activities and through reports and referrals from different agencies then assessed the immediacy of need and type of intervention
- + Established and maintained positive, productive working relationships with members of the local homeless services continuum.

### Community Integrator, Northern Human Services/Common Ground

May '05 – November '09

- + Provided support and training to developmentally disabled consumers to promote natural relationships to help individuals become fully integrated in their community

### Residential Counselor, Merry Meadow Farm

July '07 – February '10

- + Provided a safe and supportive environment to residents dealing with various mental health illnesses

## EDUCATION

### Lyndon State College

September '92 – May '96

Bachelor of Science – Human Services/Counseling

## REFERENCES

Available upon request

# CORY D. JACKSON

## EDUCATION

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Granite State College      Concord, NH  
*Associates of Science Degree in Behavioral Science*  
*Bachelor of Science Degree in Behavioral Science; Minor in Human Services*

Berlin High School      Berlin, NH  
*High School Diploma*

## SKILLS AND INTERESTS

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### Skills:

- Computer/internet savvy; Microsoft Office (Excel, Word, PowerPoint, Etc.)
- Willing to adapt to new social/professional environments in order to facilitate good teamwork/cooperation
- Organized and able to prioritize tasks in order to make each work day efficient
- Able to learn new job skills in a quick and thorough manner.
- Works well with the diverse human population: homeless, mentally and developmentally disabled, and those in the general community.

### Interests:

- Computer and internet applications; family activities including scenic rides, home improvement projects; automotive repair, furniture building, guitar playing

## WORK EXPERIENCE

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2015 June to Current      Tri County Community Action Program

### ***Homeless Outreach Intervention Specialist***

- Assists homeless population with: transportation to shelter, and referral to resources
- Assist at risk homeless population with rapid re-housing and homelessness prevention applications; for financial assistance
- Frequent communication with shelters, landlords, property managers, Town Welfare officers, Catholic Charities, Salvation Army and other agencies geared to provide support for those in need.
- Daily use of Microsoft word programs (office, excel)-for data entry, as well as use of the internet to research and access resource information.
- Data entry on internet based data base; Homeless Management Information Systems (HMIS).

2014 September to June 2015      Northern Human Services Berlin, NH

***Community Integrator-Day Support Services***

- Supervise and support clients with community based activities which aides in developing healthy lifestyles.
- Writes daily progress notes on each client in respect to their goals

2011 November-2014 May Northern Human Services Berlin, NH

***Service Coordinator***

- Schedule and facilitate quarterly meetings with the individual served and relevant staff/family members and guardians.
- Planning, implementation and coordination of services an individual receives, within and outside of the agency.
- Advocate for the individual served; acting as liaison to the staff members within the agency, as well as guardians, and any medical services outside the agency.

2008 March -2011 November Northern Human Services Berlin, NH

***Community Integrator-Community Support Services***

- Assist clients with A.D.L.s including cooking, cleaning
- Assist clients in a public setting with proper behavior and etiquette
- Supervise and support clients in an exercise setting to facilitate a healthier lifestyle
- Transport clients to and from stores and gym facilities
- Write monthly progress note based upon each clients level of progress in respect to their goals

# Rebecca Hewson

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## Certifications

New Hampshire Board Certified Guardian ad Litem, 2007 and 2011

New Hampshire Board Certified Family Mediator, 2012

## Education

Bachelor of Arts, Psychology, 1998

Colby-Sawyer College

Master of Science, Psychology - Industrial Organizational, 2016 (expected)

Southern New Hampshire University

## Experience

Children's Case Manager

Northern Human Services (2014-2016)

- Liaison for children and families in mental health, medical, educational, and court settings

Substitute Teacher (2012-2014)

- Substitute teacher and paraprofessional in grades k-6
- Follow lesson plans provided and creatively improvise as needed
- Assist staff as needed

New Hampshire Board Certified Family Mediator (2012- 2014)

- Facilitate conflict resolution in a creative, expeditious, and positive manner
- Facilitate agreements between parties in matters of divorce, separation, child support, parenting plans, and workplace matters
- Draft Parenting Plans, Uniform Support Orders, and Divorce Decrees
- Excellent written and oral communication skills

New Hampshire Board Certified Guardian ad Litem (2007- 2013)

- Advocated for children in cases of abuse, neglect, divorce, separation, and post- divorce parenting issues

- Conducted investigations, prepared and drafted reports comprised of information acquired from various professional sources
- Established and maintained meaningful working relationships
- Collaborated with diverse professionals
- Maintained meticulous records

Title I Assistant (January 2013 - June 2013)

Pine Tree Elementary School, Center Conway, New Hampshire

- Developed daily lesson plans for grades k-6
- Worked with students in need of remedial support in literacy and math
- Experience with Wilson Reading Program and Fountas & Pinnell

Preschool Teacher (2004-2007)

The Conway Village Day School, Conway, New Hampshire

- Developed lesson plans
- Worked within the parameters of the budget determined by the Board of Directors, Lead Teacher, enrollment numbers, and state laws
- Collaborated with specialists for children with needs in areas of speech, occupational therapy, and behavior therapy
- Collaborated with social services regarding the welfare of several children
- Organized and participated in a variety of community fundraisers and encouraged staff, family, and student involvement

Manager, Marketing, Buyer, Bookkeeper (1997-2000)

The Wild Carrot Boutique, North Conway, New Hampshire

- Served as Manager of an independent boutique
- Responsible for hiring staff, determining schedules, and placing orders
- Attended trade shows

Interests

Downhill skiing, cross country skiing, snowshoeing, trail running, hiking, yoga, pilates, photography, painting, reading, gardening, and cooking.

References

References are forthcoming.



# Kyle James Cantin

**Objective:** To be employed in a position where my compassion and life experience can help solve social, interpersonal and other problems faced by residents.

## Summary of Qualifications:

- Confident - tackle all situations with a can-do attitude.
- Excellent organizational and interpersonal skills
- Flexible, upbeat attitude and immense leadership qualities
- Holds a valid driver's license and a clean driving record
- Outstanding communication and computer skills
- Caring natured and good organizer
- Expert in addressing and solving negative behaviors among residents

## Employment:

**June 2016-Present:** Support Staff, Tyler Blain House, Lancaster, New Hampshire

- Responsible for enforcing bed bug protocol, intake of new residents to include a criminal background check, managing emergencies, resident transport, written case notes, develop plans of action, kind and compassionate case management, and practicing confidentiality

**April 2014-June 2016:** Crew Member, Dunkin Donuts, Colebrook, New Hampshire

- Duties include opening and closing the store, maintaining clean and organized workstation and ensuring a clean guest area, entering orders into computer, dealing with cash and credit cards

**January 2014- April 2014:** Special Packaging, PJ Noyes Lancaster, New Hampshire

- Package and label dental items by hand, examine and inspect containers, materials, and products to ensure that packing specifications are met.

**September 2013- October 2014:** Crew Member, Burger King Littleton, New Hampshire

- Prepare quality products, maintain proper food safety practices, assisted with a variety of kitchen-related tasks, greet all visitors with a smile

**March 2012-August 2013:** Bartender/Cook: 2 Kings Pub, Whitefield, New Hampshire

- Prepare food for service, bar-tending responsibilities include greeting customers, taking orders, mixing and serving drinks, using cash register for payment, and keeping bar area clean and restocked.

**December 2007- December 2011:** Specialist, U.S Army, Fort Drumm, New York

- Deployments to Iraq and Afghanistan, drove mine-resistant ambush protected vehicle, tractor trailer and fuel truck in support of Operation Enduring Freedom, also responsible for dismount to ensure safety of medics. Honorable Discharge.

**March 2005- November 2007:** Manager, Starbucks, Melrose, Massachusetts, Daytona Beach, Florida

- Duties include scheduling, hiring, and training new employees, conflict resolution, bank deposits, maintain inventory, assuring cleanliness of store, assisting with the reorganization of poorly performing stores, and reporting to the district manager.

## Education:

White Mountain Community College, Littleton, New Hampshire

- Anticipated Bachelors of Science in Human Services – May 2019

Concord High School, Concord, Vermont – June 2005

- High School Diploma

## Certificates, training and recognition:

- Certified First Aid/CPR
- Crisis Prevention
- Infectious Disease
- Certified Combat Life Saver
- Combat Infantry Badge
- Afghanistan Campaign Medal with Star



**COMMUNITY  
ACTION**  
TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570  
Phone: 603-752-7001 Fax: 603-752-7607  
www.tccap.org admin@tccap.org

CEO: Robert G. Boschen, Jr.  
COO: Jeanne L. Robillard  
FD/Interim CFO: Randall S. Pilotte

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert G Boschen	CEO	\$135,000	0	0
Jeanne Robillard	COO	\$72,000	0	0
Randall Pilotte	CFO	\$70,000	0	0
Dawn Ferringo	Division Director	\$48,500	0	0
Andy Stone	Program Manager	\$39,520	0	0
Cory Jackson	Homeless Outreach Worker	\$29,120	0	0
Rebecca Hewson	Homeless Outreach Worker	\$27,040	0	0
Kyle Cantin	Homeless Outreach Worker	\$27,040	0	0

Serving Coös, Carroll & Grafton Counties