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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES

**BUREAU OF HOMELESS AND HOUSING SERVICES**

Nicholas A. Toumpas  
Commissioner

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

Mary Ann Cooney  
Associate Commissioner

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

May 30, 2013

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into Agreements with vendors, to provide services to homeless individuals, in an amount not to exceed \$512,404 in the aggregate. This amount represents an award effective July 1, 2013 or date of Governor and Council approval; whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Total
AIDS Response Seacoast	\$41,114
Child and Family Services	\$286,452
Greater Nashua Council on Alcoholism, Inc.	\$106,972
Marguerite's Place, Inc.	\$77,866
<b>Total</b>	<b>\$512,404</b>

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

100% GF

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

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7928	102-500731	Contracts for program services	\$ 1,790,708
2015	05-95-42-423010-7928	102-500731	Contracts for program services	\$ 1,800,249
			Total	\$ 3,590,957

Please see attachment for fiscal details

### EXPLANATION

This package includes 4 of 25 contracts that represent \$512,404 of a total of \$3,590,957 anticipated to be spent statewide for the State of New Hampshire Emergency Shelter Program Grant-In-Aid to Homeless Assistance programs for state fiscal years 2014 and 2015. Twenty-one (21) additional contracts will be forwarded for approval of Governor and Council when they are received from the Vendors.

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

The total bed nights provided by shelters in NH were:

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

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

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

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

- 1) Annual compliance reviews are performed, including the collection of data relating to compliance with administrative rules and contractual agreements;
- 2) Statistical reports are submitted on a semi-annual basis from all funded providers, including various demographic information and income and expense reports including match dollars; and

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts. As of this date, the New Hampshire Coalition Against Domestic and Sexual Violence is the only provider prohibited by NH RSA 173-B and RSA 173-C from providing client specific data into the NH Homeless Management Information System. This provider will be required to provide all required reports through an alternate data system, on the same schedule as other providers.

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

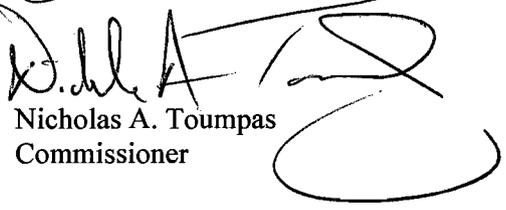
Area served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved by:

  
Nicholas A. Toumpas  
Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Total</b>	<b>\$3,590,957</b>
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

<b>Shelter Programs</b>	<b>Evaluation Score</b>	<b>HMIS Utilization</b>	<b>Total Score</b>
Laconia Area Community	98	9.8	107.8
Front Door Agency	95	10	105
Families in Transition - Concord	92.5	10	102.5
Helping Hands Outreach Ministries	92	8.6	100.6
Families in Transition - Family Place/Amherst	90.5	10	100.5
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Families in Transition - Lowell St	89.5	10	99.5
Families in Transition - Family Place/Spruce St	89.5	10	99.5
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Child and Family Services of New Hampshire	88	10	98
The Way Home	88.5	9.4	97.9
Families in Transition - Family Willows/Millyard II	88	9.2	97.2
Families in Transition - Manchester Emergency	86.5	10	96.5
Marguerite's Place, Inc	86.5	10	96.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
NH Coalition Against Domestic and Sexual Violence	83	8	91
Samaritans (Mary's Place)	81	9	90
Southwestern Community Services - Claremont	80.5	8.5	89
New Generations, Inc	79	9.6	88.6
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Headrest, Inc	79	4.7	83.7
Veteran Homestead, Inc	75.5	8	83.5
Tri-County Community Action Program, Inc (Tyler Blaine)	75.5	7.5	83

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

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

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections

- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services
- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

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

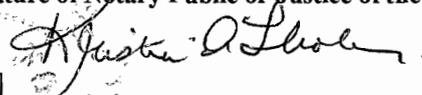
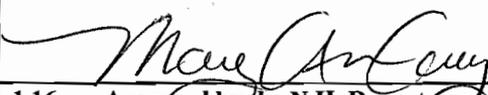
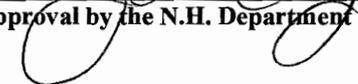
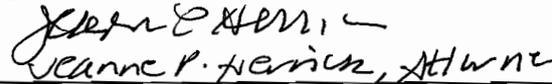
Subject: State Grant-In-Aid Funds Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> AIDS Response Seacoast		<b>1.4 Contractor Address</b> 7 Junkins Avenue Portsmouth, NH 03801	
<b>1.5 Contractor Phone Number</b> (603) 433-5377	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 41,114.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Richard B. Wagner, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/30/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]		<b>KRISTIN A. THOLE</b> NOTARY PUBLIC State of New Hampshire My Commission Expires October 7, 2014	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Kristin A. Thole, Director Client Services			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By:  Director, On:			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>4 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: On:			

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

**SCOPE OF SERVICES**

**State Grant In Aid Program**

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

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 70% of households that receive this prevention assistance will achieve immediate housing stability.
  - 1.4.2. At least 60% of households that receive this prevention assistance will not experience an episode of homelessness within 12 months.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

**2. SERVICES:**

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

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



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

NH General Funds:

SFY14 not to exceed \$20,557.00  
SFY15 not to exceed \$20,557.00

Federal Funds: Not Applicable

1. **PROGRESS REPORTS:**

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

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

2.1. **Project Costs:** As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Services, as determined by the State to be eligible and allowable for payment.

2.2. **Payment of Project Costs:** Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the amounts specified above.

2.4. **Review by the State, Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs.

3. **LINE ITEM TRANSFERS:**

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

*BW*

5-30-13



Exhibit B

State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	<b>\$41,114.00</b>	<b>\$41,114.00</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>N/A</b>	<b>N/A</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>N/A</b>	<b>N/A</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$41,114.00</b>	<b>\$41,114.00</b>
<b>TOTAL GIA+Match</b>	<b>\$82,228.00</b>	



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:

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

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

3. Add the following to Paragraph 6.1:

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

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

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

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

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

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

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

*BBW*

5-30-13



Exhibit C

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



Exhibit C

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



Exhibit C

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

*RW*



Exhibit C

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

New Hampshire Department of Health and Human Services  
State Grant In Aid and Supportive Housing Program



Exhibit C

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

*RBW*

*5-30-13*



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

*RBA*

5-30-13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

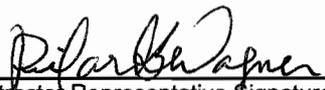
Place of Performance (street address, city, county, state, zip code) (list each location)

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

AIDS RESPONSE SEACOAST

From: 7-1-13 To: 6-30-15  
(Contractor Name) (Period Covered by this Certification)

RICHARD B. WAGNER - EXECUTIVE DIRECTOR  
(Name & Title of Authorized Contractor Representative)

 5-30-13  
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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.

*Richard B. Wagner*  
(Contractor Representative Signature)

RICHARD B. WAGNER - EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

AIDS RESPONSE SEACOAST  
(Contractor Name)

5-30-13  
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: RBW

Date: 5-30-13

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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials: RBW

Date: 5-30-13



NH Department of Health and Human Services

STANDARD EXHIBIT G

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

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

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

*Richard B. Wagner*      RICHARD B. WAGNER - EXECUTIVE DIRECTOR  
(Contractor Representative Signature)      (Authorized Contractor Representative Name & Title)

AIDS RESPONSE SEACOAST      5-30-13  
(Contractor Name)      (Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT H**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Richard B. Wagner                      RICHARD B. WAGNER - EXECUTIVE DIRECTOR  
 (Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

AIDS RESPONSE SEACOAST                      5-30-13  
 (Contractor Name)                      (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH-DHHS  
The State Agency Name

AIDS RESPONSE SEACOAST  
Name of the Contractor

Mary Ann Conroy  
Signature of Authorized Representative

Richard B. Wagner  
Signature of Authorized Representative

MARY ANN CONROY  
Name of Authorized Representative

RICHARD B. WAGNER  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

06/05/13  
Date

5-30-13  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Richard B. Wagner                      RICHARD B. WAGNER-EXECUTIVE DIRECTOR

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

AIDS RESPONSE SEACOAST

5-30-13

(Contractor Name)

(Date)

Contractor initials: RBW

Date: 5-30-13

Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 78-013-3013

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

NO  YES

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

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

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

NO  YES

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

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

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

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

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

Contractor initials: Bblw  
Date: 5-30-13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

## Certificate of Vote

I, Kit Wang, do hereby certify that:

1. I am the duly elected Clerk of AIDS Response Seacoast (hereinafter the "Corporation").
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on May 29, 2013

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

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 29, 2013.

Richard B. Wagner is the duly elected Executive Director of the Corporation.

  
Signature of Board Secretary

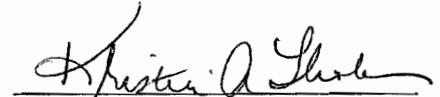
State of New Hampshire

County of Rockingham

The following instrument was acknowledged before me this 30 day of May, 2013

By Kit Wang  
Name of Board Secretary

(Seal)  
(Notary Public)

  
Name: Kristin A. Thole  
Title: Notary Public  
Commission Expires:

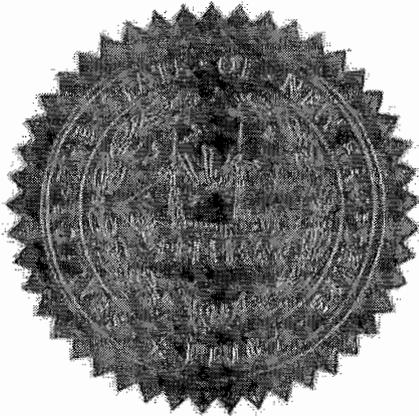
**KRISTIN A. THOLE**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
October 7, 2014



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 AIDS RESPONSE-SEACOAST is a New Hampshire nonprofit corporation formed March 8, 1988. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/29/2013

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

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

<b>PRODUCER</b> Infantine Insurance P. O. Box 5125 Manchester NH 03108		<b>CONTACT NAME:</b> Julie A. Levesque X242 <b>PHONE (A/C No. Ext.):</b> (603) 669-0704 <b>FAX (A/C No.):</b> (603) 669-6831 <b>E-MAIL ADDRESS:</b> jlevesque@infantine.com	
<b>INSURED</b> Aids Response - Seacoast Municipal Cmplx, 4th Flr 1 Junkins Avenue Portsmouth NH 03801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Cincinnati Insurance Co. <b>INSURER C:</b> Maine Employers Mutual <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058	

**COVERAGES**                      **CERTIFICATE NUMBER:** 13/14 WC 12/13 Liab                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK874615	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/POP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			PHPK874615	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Non-owned \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6C28UB0048N93713	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATL TORY LIMITS <input type="checkbox"/> QTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				E.L EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE \$ 100,000
	State of NH						E.L DISEASE - POLICY LIMIT \$ 500,000
C	Workers Compensation & Employers Liability			1810067637	2/14/2013	2/14/2014	EL Each Accident \$100,000
							EL Disease Policy Limit \$500,000

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

<b>CERTIFICATE HOLDER</b> 271-5139 State of NH Dept of Health & Human Svcs Bureau of Homeless & Housing 105 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. AUTHORIZED REPRESENTATIVE Sherry Harvey/JL1 <i>Sherry Harvey</i>
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AIDS RESPONSE - SEACOAST

FINANCIAL REPORT

JUNE 30, 2012

*FINANCIAL STATEMENTS*

*AIDS RESPONSE - SEACOAST*

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*JUNE 30, 2012 AND 2011*

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*INDEPENDENT AUDITOR'S REPORT*

To the Board of Directors  
AIDS Response - Seacoast  
Portsmouth, New Hampshire

We have audited the accompanying statements of financial position of AIDS Response - Seacoast (a non-stock nonprofit corporation) as of June 30, 2012 and 2011, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AIDS Response - Seacoast as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

January 11, 2013

*Plodzik & Sanderson  
Professional Association*

**PLODZIK & SANDERSON**  
*Professional Association / Accountants & Auditors*

*AIDS RESPONSE - SEACOAST  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2012 AND 2011*

ASSETS

	2012	2011
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 113,392	\$ 134,660
Grants receivable	17,502	23,586
Prepaid expenses	1,334	2,791
Inventory - food pantry	4,000	4,000
Total current assets	\$ 136,228	\$ 165,037
<b>PROPERTY AND EQUIPMENT</b>		
Office equipment and computers	\$ 53,182	\$ 53,182
Furniture and fixtures	12,025	12,025
Leasehold improvements	1,626	1,626
	\$ 66,833	\$ 66,833
Less accumulated depreciation	66,833	66,833
	\$ -	\$ -
<b>TOTAL ASSETS</b>	\$ 136,228	\$ 165,037

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Accrued expenses	\$ 7,876	\$ 7,738
<b>NET ASSETS</b>		
Unrestricted		
Net investment in property and equipment	\$ -	\$ -
Designated	1,200	1,200
Undesignated	99,708	123,270
	\$ 100,908	\$ 124,470
Temporarily restricted	27,444	32,829
Total net assets	\$ 128,352	\$ 157,299
<b>TOTAL LIABILITIES AND NET ASSETS</b>	\$ 136,228	\$ 165,037

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

*AIDS RESPONSE - SEACOAST*  
*STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS*  
*FOR THE YEARS ENDED JUNE 30, 2012 AND 2011*

	2012	2011
UNRESTRICTED NET ASSETS		
REVENUE		
Grant revenue	\$ 252,996	\$ 263,955
Event revenue	39,977	63,453
Municipal revenue	19,015	23,540
	\$ 311,988	\$ 350,948
SUPPORT		
Cash donations	\$ 25,425	\$ 21,862
Donated materials and services	32,904	33,826
	\$ 58,329	\$ 55,688
INVESTMENT INCOME		
Interest	\$ 231	\$ 168
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of program restrictions	\$ 14,035	\$ 14,049
TOTAL UNRESTRICTED REVENUE, SUPPORT AND OTHER GAINS	\$ 384,583	\$ 420,853
EXPENSES		
Program services:		
Client services	\$ 343,692	\$ 287,518
Education	14,211	40,025
Total program services	\$ 357,903	\$ 327,543
Fundraising	28,696	46,241
Management and general	21,546	52,147
TOTAL EXPENSES	\$ 408,145	\$ 425,931
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	\$ (23,562)	\$ (5,078)
TEMPORARILY RESTRICTED NET ASSETS		
Donations	\$ 8,650	\$ 9,477
Net assets released from restrictions	(14,035)	(14,049)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	\$ (5,385)	\$ (4,572)
INCREASE (DECREASE) IN NET ASSETS	\$ (28,947)	\$ (9,650)
NET ASSETS - BEGINNING	\$ 157,299	\$ 166,949
NET ASSETS - ENDING	\$ 128,352	\$ 157,299

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

*AIDS RESPONSE - SEACOAST*  
*STATEMENT OF FUNCTIONAL EXPENSES*  
*FOR THE YEAR ENDED JUNE 30, 2012*

	Program Services		Total Program	Fundraising	Management and General	Total
	Client Services	Education				
Salaries	\$ 171,262	\$ 6,280	\$ 177,542	\$ 8,141	\$ 8,141	\$ 193,824
Payroll tax expense	17,616	742	18,358	815	821	19,994
Fringe benefits	31,657	845	32,502	1,508	1,508	35,518
<u>Contracted services</u>						
Substance abuse counseling	-	-	-	-	-	-
Contracted educational services	140	-	140	-	-	140
Nutritional counseling	-	-	-	-	-	-
Mental health counseling	8,450	-	8,450	-	-	8,450
<u>Direct financial assistance</u>						
Shelter assistance	32,505	-	32,505	-	-	32,505
Food and nutritional supplements	40,085	-	40,085	-	-	40,085
Client transportation expense	5,848	-	5,848	-	-	5,848
Other client support	4,494	-	4,494	-	-	4,494
Client social activities	900	-	900	-	-	900
Educational materials	-	-	-	-	-	-
Educational outreach incentives	-	-	-	-	-	-
Honorariums	-	1,123	1,123	-	-	1,123
Supplies	1,662	77	1,739	77	155	1,971
Copying and printing	1,370	364	1,734	364	368	2,466
Telephone and internet	2,215	802	3,017	732	793	4,542
Training and conferences	-	-	-	-	-	-
Travel	782	241	1,023	-	-	1,023
General insurance	3,634	336	3,970	-	398	4,368
<u>Equipment expense</u>						
Equipment rentals	-	-	-	-	96	96
Equipment purchase and repairs	1,094	182	1,276	-	841	2,117
Postage	1,258	222	1,480	55	166	1,701
Rent	13,886	2,627	16,513	1,970	5,912	24,395
Advertising	-	-	-	-	78	78
Dues and subscriptions	-	-	-	-	922	922
Professional fees	4,834	370	5,204	520	1,142	6,866
Bank Charges	-	-	-	-	60	60
Miscellaneous	-	-	-	-	145	145
Fundraising event costs	-	-	-	14,514	-	14,514
<u>Totals</u>	<u>\$ 343,692</u>	<u>\$ 14,211</u>	<u>\$ 357,903</u>	<u>\$ 28,696</u>	<u>\$ 21,546</u>	<u>\$ 408,145</u>

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

*AIDS RESPONSE - SEACOAST*  
*STATEMENT OF FUNCTIONAL EXPENSES*  
*FOR THE YEAR ENDED JUNE 30, 2011*

	Program Services		Total Program Services	Fundraising	Management and General	Total
	Client Services	Education				
Salaries	\$ 121,259	\$ 21,365	\$ 142,624	\$ 19,920	\$ 19,920	\$ 182,464
Payroll tax expense	12,379	2,152	14,531	1,936	1,936	18,403
Fringe benefits	19,367	52	19,419	-	14,966	34,385
<u>Contracted services</u>						
Family counseling	-	-	-	-	-	-
Contracted educational services	630	-	630	-	-	630
Nutritional counseling	-	-	-	-	-	-
Mental health counseling	8,390	-	8,390	-	-	8,390
<u>Direct financial assistance</u>						
Shelter assistance	33,631	-	33,631	-	-	33,631
Food and nutritional supplements	45,440	-	45,440	-	-	45,440
Client transportation expense	8,757	-	8,757	-	-	8,757
Other client support	5,331	-	5,331	-	-	5,331
Client social activities	1,395	-	1,395	-	-	1,395
Educational outreach incentives	-	-	-	-	-	-
Educational materials	-	-	-	-	-	-
Honorariums	-	1,235	1,235	-	-	1,235
Supplies	6,966	301	7,267	151	302	7,720
Copying and printing	1,139	197	1,336	115	170	1,621
Telephone and internet	4,383	1,869	6,252	1,409	1,716	9,377
Training and conferences	696	-	696	-	-	696
Travel	955	230	1,185	-	-	1,185
General insurance	1,097	712	1,809	-	2,380	4,189
<u>Equipment expense</u>						
Equipment rentals	1,670	557	2,227	557	651	3,435
Equipment purchase and repairs	566	-	566	-	-	566
Postage	1,002	668	1,670	98	296	2,064
Rent	8,736	8,736	17,472	2,184	6,552	26,208
Advertising	403	-	403	-	103	506
Dues and subscriptions	90	-	90	-	681	771
Professional fees	3,037	1,951	4,988	470	2,369	7,827
Bank charges	-	-	-	-	-	-
Miscellaneous	199	-	199	-	105	304
Fundraising event costs	-	-	-	19,401	-	19,401
<b>Totals</b>	<b>\$ 287,518</b>	<b>\$ 40,025</b>	<b>\$ 327,543</b>	<b>\$ 46,241</b>	<b>\$ 52,147</b>	<b>\$ 425,931</b>

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

*AIDS RESPONSE - SEACOAST  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011*

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (28,947)	\$ (9,650)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	-	-
Changes in assets and liabilities:		
(Increase) decrease in grants receivable	6,084	(4,042)
(Increase) decrease in prepaid expenses	1,457	(932)
(Increase) decrease in inventory	-	-
Increase (decrease) in accrued expenses	138	1,431
Net cash provided by (used in) operating activities	\$ (21,268)	\$ (13,193)
Cash and cash equivalents:		
Beginning	134,660	147,853
Ending	\$ 113,392	\$ 134,660

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

*AIDS RESPONSE - SEACOAST  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011*

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

*Organization*

AIDS Response - Seacoast (The Organization) is a non-stock, nonprofit corporation and is exempt for federal income tax purposes under Section 501(c) (3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions as provided in Section 17(b) (1) (A) (vi).

*Activities and Program Services*

The Organization was formed to provide education, advocacy, referral and other services to people whose lives are affected by the human immunodeficiency virus (HIV) at its various stages. Its service area encompasses the greater metropolitan area of Rockingham and Strafford Counties in New Hampshire and Southern York County in Maine. A description of the Organization's major classes of programs is as follows:

*Client Services* - To provide direct assistance and coordination of benefits by third parties to people both infected and/or affected by HIV/AIDS.

*Education* - To prevent new infections by offering educational programs and materials to the community.

*Accounting Method*

Assets, liabilities, revenue, and expenses are reported on the accrual basis of accounting.

*Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America includes the use of estimates that affect the financial statements. Accordingly, actual results could differ from those estimates.

*Basis of Presentation*

Net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that will be met either by actions of the Organization and/or the passage of time.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

*Functional Allocation of Expenses*

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are also charged to each program based on direct expenses incurred or estimated usage.

*AIDS RESPONSE - SEACOAST  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011*

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

*Cash and Cash Equivalents*

For purposes of reporting the statement of cash flows, the Organization considers all cash accounts and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. As of June 30, 2012 and 2011, the Organization maintained cash equivalents of \$113,392 and \$134,660, respectively.

*Property and Equipment*

Property and equipment are recorded at cost when purchased and fair market value when donated. Equipment purchases at a cost greater than \$1,500 are capitalized, and equipment purchases at a cost less than \$1,500 are expensed in the year of purchase. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Years
Office equipment and computers	3 - 7
Furniture and fixtures	3 - 5
Leasehold improvements	2 - 39
Vehicle	5

*Revenue Recognition and Restricted Grant Revenues*

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. 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. The Organization reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit 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 reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

The Organization considers restricted grant revenues whose restrictions have been met in the same reporting period to be unrestricted revenue. The Organization has numerous reimbursement grants. The revenue on these grants is recognized as the costs are incurred.

*Donated Services*

Numerous volunteers have donated significant amounts of time to the Organization's program services and fundraising efforts. The fair value of these services has not been recognized as revenue in the financial statements because they did not meet the criteria for recognition.

*Advertising Costs*

The Organization expenses all advertising costs as incurred in accordance with the American Institute of Certified Public Accountants Statement of Position 93-7, *Reporting on Advertising Costs*.

*AIDS RESPONSE - SEACOAST  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011*

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

*Accounting for Income Taxes*

The Organization considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 740-10 *Accounting for Uncertainty in Income Taxes*. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Organization records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Organization recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Organization is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2009. The Organization has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

**NOTE 2 - FAIR VALUE OF FINANCIAL INSTRUMENTS**

Financial Accounting Standards Board (FASB) ASC 825-10 *Disclosures about Fair Value Instruments* requires disclosure of fair value information about financial instruments whether or not recognized in the balance sheet. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, could not be realized in immediate settlement of the instruments. FASB ASC 825-10 excludes certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Organization.

*Cash and cash equivalents:* The carrying amounts reported in the balance sheets for cash and cash equivalents approximate those assets fair values because of the short maturity of those items.

*Receivables:* The carrying amounts reported in the balance sheets for receivables approximate those assets fair values because of the short maturity of those items.

*Prepaid expenses:* The carrying amounts reported in the balance sheets for prepaid expenses approximate those assets fair values because of the short maturity of those items.

*Accrued expenses:* The carrying amounts reported in the balance sheets for accounts payable and accrued expenses approximate those liabilities fair values because of the short maturity of those items.

*Financial Accounting Standards Board (FASB) ASC 820-10, Fair Value Measurements* was effective for 2009. This ASC provides for a common definition of fair value and establishes a framework to make the measurement of fair value in generally accepted accounting principles more consistent and comparable. *FASB ASC 820-10* also requires expanded disclosures to provide information about the extent to which fair value is used to measure assets and liabilities, the methods and assumptions used to measure fair value, and the effect of fair value measures on earnings. The Organization considers fair value concepts to test various long-lived assets for impairment. The Organization has determined that the adoption of *FASB ASC 820-10* does not have a material impact on its financial statements.

*AIDS RESPONSE - SEACOAST  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011*

**NOTE 3 - INVENTORY — FOOD PANTRY**

The Organization maintains a food pantry for the benefit of its clients. Inventory is recorded at cost for items purchased and fair value for items donated. Inventory as of June 30, 2012 and 2011, is valued at \$4,000 and \$4,000, respectively.

**NOTE 4 - LINE OF CREDIT**

The Organization has a \$35,000 line of credit with Citizens Bank which matures January 25, 2013. Amounts borrowed under this agreement bear interest at 1.0% above the Wall Street Journal Prime Rate (4.25% at June 30, 2012). At June 30, 2012 and 2011, the Organization had no amounts outstanding on the line of credit. As of January 25, 2012, the line is secured by cash held in an account at the same financial institution. Funds in that account totaled \$77,162 at June 30, 2012.

**NOTE 5 - OPERATING LEASES**

The Organization leases space from the City of Portsmouth under an agreement dated November 13, 1998, which terminates on September 30, 2018. The Organization renegotiated this lease on August 8, 2012 (see subsequent event note). The lease currently requires annual rent of \$18,846. Rent is due in monthly installments of \$1,571. Total rent expense in these financial statements under this lease amounts to \$24,395 and \$26,508 for the years ended June 30, 2012 and 2011, respectively. The lease may be terminated with 30 days prior written notice. Annual rent is renegotiated each September 1 and is calculated on a formula based on the lessor's operating costs of the building, and square footage utilized by the Organization.

The Organization leases a copier machine at \$188 per month for 60 months. The term of the lease is August 1, 2011 through July 31, 2016. Total equipment rental expense in these financial statements amounts to \$2,562 and \$3,435 for the years ended June 30, 2012 and 2011, respectively, and is included under the expense caption "Equipment rental."

The Organization leases a postage meter at \$35 per month for 27 months. The term of the lease is January 25, 2012 through January 25, 2015. Total postal meter rental expense in these financial statements amounts to \$475 and \$528 for the years ended June 30, 2012 and 2011, respectively, and is included under the expense caption "Postage."

Future minimum lease payments under these leases, assuming future calculations of the office space lease remain constant and the office space will be utilized for the full term of the lease, are as follows:

For the year ending June 30,	
2013	\$ 21,671
2014	21,526
2015	21,315
2016	31,104
2017	19,034
Thereafter	23,558
<u>Total</u>	<u>\$ 138,208</u>

*AIDS RESPONSE - SEACOAST  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011*

**NOTE 6 – ADDITIONAL HOUSING SUPPORT**

AIDS Response Seacoast coordinates for its clients with Merrimack Valley Assistance Program (MVAP) in Concord, New Hampshire for direct housing support for their clients. Total support for the years ended June 30, 2012 and 2011 was \$54,156 and \$45,717, respectively. Funds are provided by the Department of Housing and Urban Development (HUD) through a program titled “Housing Opportunities for People with Aids” (HOPWA). These funds are not reflected in the financial statements of the organization.

**NOTE 7 – CURRENT VULNERABILITY DUE TO CONCENTRATIONS AND CONTINGENCIES**

*Concentration*

AIDS Response – Seacoast receives a substantial amount of its support in the form of grant revenues from the State of New Hampshire and the Federal government under the Ryan White Care Act, Part A, and other programs. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Organization and its ability to continue in its present capacity.

*Grant Contingency*

Amounts received or receivable from grantor agencies are subject to audit and adjustment by such grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenses which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

**NOTE 8 - DESIGNATED NET ASSETS**

As of June 30, 2002, the Organization has designated a portion of unrestricted net assets to establish a memorial fund for clients that have passed away. As of June 30, 2012 and 2011, designated net assets amounted to \$1,200.

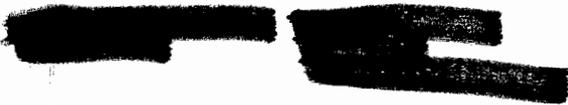
**NOTE 9 - TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are comprised of the following:

	June 30	
	2012	2011
Client gifts/Christmas party	\$ 200	\$ 558
Broadway Cares	21,490	15,000
Rotary	2,500	2,000
Guild	2,320	2,915
St John's Church	462	462
Kent Hoffman	472	607
Macys	-	5,000
Fund-A-Need	-	5,287
Game Show Enterprises	-	1,000
	\$ 27,444	\$ 32,829

**NOTE 10 – SUBSEQUENT EVENTS**

Subsequent events have been evaluated through January 11, 2013, the date the financial statements were available to be issued.



# Richard B. Wagner

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## Education

Southern Illinois University, Edwardsville, IL  
B.S. Business Administration 1972

University of Missouri St. Louis  
Post Graduate Work 1972-1973

## Professional experience

Oct. 2008 – Present **AIDS Response Seacoast**

Executive Director Portsmouth, NH

- As Executive Director I direct and administer all programs, operations and policies in addition to supervising a professional staff of six. Responsibilities include, but are not limited to, strategic planning, fund development, grant oversight and fiscal management, staff development and management, advocacy and community relations.

Oct. 1989 – Sept. 2008 **O'Neal Steel High Performance Metal Group**

Agawam, MA

Senior Account Manager

- Responsible for all major aerospace manufacturers and sub-tier companies in Northern New England.

July 1972 – Oct. 1989 **Consolidated Aluminum Corporation**

St. Louis, MO

- Inside Sales Manager – St. Louis Corporate Office
- Northeastern Sales Manager – Boston, MA

## Professional Training & Certificates:

Certified OraQuick HIV Testing – September 2010

Certified OraQuick HIV/HCV Testing – May 2013 (Recertified for HIV Testing)

Certified HIV/HCV Prevention & Testing Councilor – May 2013

## Volunteer experience

**AIDS Response Seacoast, Portsmouth, NH**

- Board Member July 2000 – Dec. 2006
- President, Board of Directors July 2003 – June 2006
- Board Member Jan. 2008 – Oct. 2008

**Gay Men Fight AIDS, Portsmouth, NH**

- Board Member and HIV/AIDS Prevention Educator 1997 - 2000

**ROBERT H. PEDERSEN**



**QUALIFICATIONS SUMMARY:**

Extensive accounting and management experience in multiple business environments. A creative professional with the education and qualifications to contribute to a multi-faceted business operation.

**PROFESSIONAL HISTORY:**

**Sep. 2001 AIDS RESPONSE-SEACOAST**  
**Present DIRECTOR OF FINANCE & ADMINISTRATION**

Complete responsibility for all accounting operations for non-profit agency. Prepare all monthly and quarterly grant financial reports and grant audits. Collaborate with Executive Director and Board Treasurer for preparation of annual agency budget and report on actual to budget results periodically. Act as liaison to agency CPA firm for annual audit.

**ACCOMPLISHMENTS:**

- Developed new general ledger system and supporting software applications to streamline financial reporting, resulting in substantial savings in annual CPA audit fees.
- Implemented additional controls and procedures to more efficiently monitor spending in relation to various funding sources providing more accurate and timely information tools for management decision making.

**Aug. 1988 TRIAD TRANS, INC.**  
**Feb. 1996 ACCOUNTING MANAGER**

Directed the accounting operations of a \$2 million transportation company. Managed the preparation and audit of financial reports and monthly operating statements. Controlled internal financial processes. Prepared financial budgetary forecast and analyzed actual to budget results monthly. Responsible for special financial projects, payroll and related tax returns, accounts payable and receivables. Managed a staff of administrators responsible for all clerical activities.

**ACCOMPLISHMENTS:**

- Restructured and streamlined internal procedures resulting in improved efficiency while reducing staff.
- Redesigned and optimized existing MIS system, resulting in improved financial controls and reporting.
- Coordinated the implementation of a new MIS system designed specifically for the transportation industry, resulting in improved cost controls and processing overhead.

**Oct. 1981      MIDAS MUFFLER, Seabrook, NH**  
**Aug. 1988      ACCOUNTANT / BUSINESS MANAGER**

Prepared monthly subsidiary and consolidated financial statements for franchise and corporate headquarters reporting revenue in excess of \$3 million annually. Participated in conference meetings on local, regional and national levels involving sales performance, hiring and training of personnel and franchise operations.

**ACCOMPLISHMENTS:**

- Played an integral role in the sourcing and financing of two additional locations.
- Trained and supervised management and clerical staff, resulting in a 25% annualized growth rate.
- Managed the Seabrook, NH location during initial year of operation, with first year sales exceeding projected revenues by 15%.

**June 1974      ZICHELE COMPANIES, Fitchburg, MA**  
**Oct. 1981      ACCOUNTING / OFFICE MANAGER**

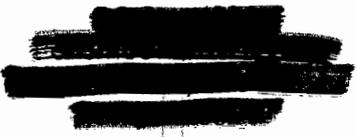
Developed and solely operated complete accounting systems and accompanying records for three separate, but interrelated companies. Responsible for all project job costing and project sub-contractors regarding job completion and requisition payments. Responsible for payroll and all related tax returns as well as employee pensions and union reporting. Preparation of period-end reconciliations and adjustments. Summarized all information for financial statements.

**Jan. 1971      PANDORA INDUSTRIES, Manchester, NH**  
**June 1974      SUPERVISOR**

Supervised employees in warehouse department. Responsible for examining, warehousing and inventory of fabric materials stock.

**EDUCATION:**

- 1996-1997    **Northern Essex College, Haverhill, MA**  
Certificate Program - Computers  
Eight courses covering a broad spectrum of computer operations and various software applications
- 1968-1970    **New Hampshire College (So. NHU), Manchester, NH**  
Bachelor of Science Degree - Accounting
- 1966-1968    **New England School of Accounting, Worcester, MA**



**EDUCATION:**

**Northern Arizona University**  
Flagstaff, Arizona  
M.Ed 2002 with distinction  
Special Education

**American College Dublin**  
Dublin, Ireland  
B.A. 1996  
International Business Mgmt.

**Collège Sismondi**  
Geneva, Switzerland  
Post-Graduate 1989  
French Studies

**PROGRAM ADMINISTRATION / MANAGEMENT:**

**AIDS Response Seacoast** Director, Client Services 2009 - Present  
Portsmouth, New Hampshire

- Conduct and coordinate new client intakes and assign case manager for each client. Oversee and manage program goals and objectives, providing staff development, reporting on local, state, and federal grants, and maintaining department budget.
- Develop and write grant proposals for local, state and federal grants for the agency.
- Create and implement program protocols, systems, and procedures for the department.
- Provide administrative supervision/evaluations to case management staff, support for clinical supervision.
- Organize all holiday parties and other departmental events.
- Coordinate focus/support groups, all providers i.e. dietician, mental health etc. in meeting client needs.
- Report directly to Executive Director regarding daily operations, successes, and grievances.

**Read-to-Succeed Adult Literacy Clinic** Co-Director 2005 - 2006  
Hartford, Connecticut Teacher / Trainer 2003-2006

- Maintained and developed program objectives with respect to student progress, annual grant reports, and annual campaign and fundraising protocols.
- Responsible for staff and volunteer training, supervision, and all evaluations.
- Co-facilitated curriculum development and workshops for volunteer/new staff training, and staff professional development.
- Responsible for monitoring state mandated testing to ensure quality and integrity of program.

**Hole in the Wall Gang Camp** Program Coordinator 2005 - 2005  
Ashford, Connecticut

- Coordinated medical and program staff to develop and implement an all-inclusive camp program.
- Maintained administrative procedures necessary for database.
- Provided program modifications for children with terminal illnesses, (HIV/AIDS, Cancer etc.), chronic diseases and other conditions.
- Created and developed curriculum manual for modified Recreation program.

**Starwood Ranch Center** Program Facilitator 2002 - 2005  
Flagstaff, Arizona

- Led workshops, program activities, and emotional support to adults/ young adults with life-threatening and/or chronic illness. Primarily HIV/AIDS and Breast Cancer.
- Worked as a team member in supervising and facilitating participant workshops. Content areas included: creative writing, meditation, personal growth and group work, climbing and ropes course.

**Northern Arizona University** Project Manager 2000-2002  
Whiteriver ESL/BLE Teacher Training Program  
Flagstaff, Arizona

- Managed the budget and the daily workings of the two-year federal grant program.
- Acted as liaison between recruited teachers and tribal community leaders as well as between the principal investigators and the federal government.
- Recruited, advised and provided training to teachers from the White Mountain Apache Tribe-Whiteriver school system on linguistic, cultural diversity, and education courses.



**The Sunday Business Post**

Dublin, Ireland

Assistant to the C.E.O  
Project Manager, Advertising

1995 -1999

- Coordinated public relations activities for Ireland's political, business, and financial newspaper. Maintained in-house accounts and external client relationships.
- Commissioned artists, photographers, and journalists for specific projects while managing editorial expectations and meeting project deadlines.

**Pillsbury Company**

Orlando, Florida

Sales/Marketing Representative

1996 -1998

- Managed 60+ accounts utilizing interpersonal and organizational skills in meeting monthly quotas.
- Focused on problem-solving while responding to colleagues, clients, supervisors and market demands.
- Maintained self-starter work ethic, flexibility and willingness to embrace change, both during times of adversity and prosperity.

**TEACHING EXPERIENCE:**

**Sylvan Learning Center**

Portsmouth, New Hampshire

Teacher

2008-2009

**Peabody Community School Program**

Peabody, Massachusetts

Multi-Course Teacher

2006 - 2008

- Taught academic content and social/emotional regulation to students with emotional and behavioral disabilities in a therapeutic setting.
- Provided case management services ensuring state mandates were upheld per student goals.

**Haddam-Killingworth High School**

Higganum, Connecticut

Inclusion Specialist  
Special Educator

2003 - 2005

**PROFESSIONAL CERTIFICATIONS:**

- HIV Supervisory Skills: MDPH, JRI Center for Training & Professional Development, Boston, MA
- HIV/AIDS: Ora Quick HIV Testing, HCV Basic Educator Training, Ryan White Part A Provider Certification, Certified HIV Prevention Counseling Training, Cultural Diversity & Competancy Training
- Special Education Certification
- Ethics Training Certificate, Department of Defense, Bad Aibling, Germany
- CPI – Crisis Prevention training Certificate, Crisis Prevention Institute, Peabody, MA
- Leadership Training Session, HITWGC, New Haven, CT

**PROFESSIONAL MEMBERSHIPS/BOARDS:**

- Board Member: Medical Advisory Board – DHHS, NH CARE Program      Concord, New Hampshire
- Presenter/Member of the Council for Exceptional Children      New York, New York
- Connecticut Department of Education Reading Task Force      Hartford, Connecticut

**VOLUNTEER ACTIVITIES:**

- Great Bay Services (For Develop. Disabled)      Program Volunteer      2009
- Hospice Services      Facility and Homecare Volunteer      2005-2009
- Peabody Community H.S.      Director, Theatre/Public Speaking Program      2008
- The Hole in the Wall Gang Camp      Hospital Outreach Volunteer      2007
- Club Beyond/American Youth Org.      Orphanage Project Manager      1999  
    Liberec, Czech Republic

## Joshua Brown



### QUALIFICATIONS

Experienced Human Service Professional: Team oriented, excellent communication skills. Energetic, creative, and organized, ability to multi-task. Have worked with a diverse population of individuals of varying ages, socio-economic backgrounds, psycho-social needs, and functioning levels. Collaborated with various assistance programs and served on multi-disciplinarian teams.

### Work Experience

**AIDS Response Seacoast; 7 Junkins Ave Portsmouth, NH 03801**

**August 2009 - Current**

**February 2008 - July 2008**

**Senior Case Manager**

Complete intake and reassessment paperwork on clients for the purpose of developing an evolving service plan based on clients' changing needs

Collaborate with other providers to assist clients in creating a stronger support network

Provide information and education about the transmission and prevention of HIV/AIDS

Link clients with the appropriate assistance programs based on their needs

Work with medical providers to assist and support clients with medical adherence

Provide emergency funds for, but not limited to housing, transportation, and utilities

Create a bi-monthly news letter of events, in-services, and new information on managing life with HIV/AIDS

**July 2008 - August 2009**

**AIDS Response Seacoast: 1 Junkins Ave. Portsmouth, NH 03801**

**Director of Client Services**

Hire, train, and provide supervision for Client Services staff

Conduct and coordinate new client intakes and assign a Case Manager for each client

Mediate, process and when possible, resolve client grievances and complaints

Coordinate with E.D. in identifying and applying for new funding sources

Maintain communication with all funding sources to ensure compliance and maintenance of positive relationships with external agencies

Coordinate compliance on all state, federal, and private foundation grants

Represent agency at state and local meetings

Maintain and manage service coordination of a limited case load of clients

**July 2007 - February 2008:**

**Waban Projects Inc.: 5 Dunaway Drive Sanford, ME 324-7955**

**Group Home Administrator:**

Supervise, support and schedule residential staff to provide high quality resident care.

Maintain the physical facility to ensure the safety and comfort of residents.

Work a variety of hours in the home as required monitoring all shifts and ensuring the quality of each resident.

Facilitate yearly Personal Care Plan meetings and ensure that the PCP plans are followed throughout the year

Come into Waiver Homes, and both Licensed and Non-licensed Supported Living Homes, when there is an absence of an Administrator, to continue to manage and direct all facility operations and resident care in accordance with agency, state and federal regulations.

Assist current Administrator in Supported Living and Waiver Homes on projects or work that in need of priority attention.

**April 2007 - July 2007**

**Floating Administrator:**

Come into licensed Waiver Homes as well as both licensed and non-licensed Supported Living Homes and serve as Administrator when a home's Administrator was absent

Coordinate and manage all direct care staff, facility operations and resident care in accordance with all agency, state and federal regulations

Assist Administrators in Waiver and Supported Living Facilities in projects and/or work that required priority attention

**January 2004 - October 2007**

**Saco River Health Services: P.O. Box 69 Waterboro, ME 247-9000**

**Clinical Transition Specialist/Behavioral Health Professional/ Behavior Health Specialist 1:**

Provided immediate clinical support to priority cases

Worked collaboratively with the assigned clinician to gather and review data on client for the purpose of developing and implementing and Individual Service Plan

Supported assigned BHP in the event that difficulty occurs in implementing the ISP

Provided direct care to children and families in the home and community

Increased the child's level of function and skill development, while decreasing maladaptive behaviors

Coached family and child with the skills to recognize and manage behavioral triggers

Documented client's development upon his/her ISP

**December 2000 - June 2002**

**AIDS Project Greater Danbury: 30 West Street Danbury, CT 203 778-2437**

**Ryan White Title II Case Manager:**

Completed intake on clients in order to develop a comprehensive needs plan for people with HIV/AIDS.

Developed a comprehensive needs plan based on intake and clients individual needs' : to be updated quarterly as clients' needs' change.

Served as the main information source to link clients with appropriate assistance programs.

Assisted clients with coordination of all bio-psycho-social services in a collaborative manner with city, state, and federal service providers: such as, but not limited to transportation, financial assistance, medical coverage, substance abuse treatment, in-patient care, and housing assistance.

Provided client advocacy and supportive counseling.

**February 1990 - October 1999**

**Datahr Rehabilitation Institute: Brookfield, CT**

**Assistant Program Manager/ Residential Habilitation Trainer**

Formulated and implemented individual Over all Plan of Service (OPS) and care with Inter-Disciplinary Team (IDT) and residential staff for clients' with developmental and physical disabilities

Over-saw clients' progress in programmatic services, recorded data of progress for all bio-psycho-social developmental needs

Supervised residential staff, including but not limited to: scheduling, petty cash distribution, mediate resolutions of inter-staff conflicts, ensure that clients' Bill of Rights was observed at all times

**Managed financial records and distribution of clients' funds.**

**Education:**

1993–1996 Western Connecticut State University

Major: Social Work

BSW to be obtained upon completion of one non Social Work related class

1991-1993 Kent State University

1989-1990 Central Connecticut State University

**Trainings and Certificates:**

September 2010 Ora Quick HIV Testing Training

June 2010 HCV Basic Educator Training

March 2010 Ryan White Part A Provider Training

April 2008 Certified HIV Prevention Counseling

June 2007 Certified Residential Medication Aide (CRMA)

June 2007 Workshop: Functional Analysis & Treatment of Severe Behavior Disorders, Behavior Intervention Specialists, Inc. Present by Dr. Iwata

May 2006 Behavior Health Professional Certification (BHP)

November 2005 Mandt System Certification

[REDACTED]

Tamara Leibowitz

[REDACTED]

## Education:

- UNH Institute on Disabilities Leadership Series  
*2006 Graduate*
- BA Political Science, University of California, Berkeley  
*Graduated with honors, 1991*
- AFS Exchange Student, Venezuela  
*1985-1986*

## Employment Experience:

- Case Manager  
*AIDS Response Seacoast, Portsmouth, NH (2010-Present)*  
Assess housing, financial, medical, preventative and other needs and strengths of each client. Provide advocacy and referral to meet those needs including coordination of assistance programs to assure stable housing. Submit funding request for rental, mortgage and utility assistance. Maintain all client charts, records and coding systems. Collaborate and participate with other health and service providers to ensure continuity and quality of services.
- Substitute Teacher/Para K-5  
*Portsmouth Public Elementary Schools, Portsmouth, NH (2007-2010)*  
Teacher—Implement lesson plans and provide whole class, small group and 1:1 instruction.  
Para—provide instruction to small groups and 1:1
- Pre-school Teacher  
*Bright Horizons Children's Center, Durham, NH (1997-1999)*  
Responsibilities: Run classroom of 10-14 pre-school age children at NAEYC accredited pre-school.
- Assistant Director Client Services-Housing  
*AIDS Service Agency, Raleigh, NC (1993-1995)*  
Responsibilities: Run day-to-day operations of five bed care facility for persons with AIDS. Case management, client advocacy, crisis counseling, hands-on medical care; creating and maintaining budgets, supervision of 8-12 employees, volunteer management of 30-40 volunteers, chair of admissions committee; Medicaid case management, generate accountability reports and empirical data collection.

- Independent Living Skills Instructor

*Clausen House, Oakland, CA (1992-1993)*

Responsibilities: Independent living skills for developmentally disabled adults including community access, budgeting, parenting, social interaction skills, self-advocacy, employment search and support.

## Volunteer Positions :

- Group Leader

*Seacoast Food Allergy Group (2004-present)*

Responsibilities: Facilitate monthly support group for families dealing with food allergies.

Provide crisis support and referral to community resources. Produce monthly e-mail newsletter to 100+ family list serve. Developed and maintain Blog with updates and resources for group members. Utilize social networking tools to inform and engage group members and media. Book guest speakers who will provide value and resources for group. Organize fund raising events. Advocate and raise awareness of food allergies in greater community. Accomplishments: Increased funds for group by 300%. Initiated food allergy awareness week in New Hampshire, including a proclamation prepared by the governor.

Spearheaded movement to endorse food allergy guidelines in schools (Managing Life Threatening Food Allergies in Schools, Massachusetts Department of Education) to NHDE. Guidelines were endorsed by the Commissioner of Education for use in schools throughout New Hampshire in 2004.

- Parent Representative

*Teaching & Learning Team, Dondero School (2007-present)*

Responsibilities: Leadership team that develops and implements goals to improve teaching, learning and culture of school environment.

- Newsletter Editor

*Dondero School (2008-2010)*

Responsibilities: Create 3x year newsletter for elementary school. Responsible for all aspects of newsletter production including content, photos, and layout.

- Library Assistant

*Dondero Elementary School (2005-2009)*

Responsibilities: Assist library para with students including checking in/out books, reading stories and sorting/shelving books.

## references :

Available upon request.



**Mission Statement  
AID Response Seacoast  
Bylaws Article II - Purpose**

AIDS Response Seacoast (ARS) is a nonprofit, community based, human service organization whose purpose is (1) to provide appropriate support services such as education, advocacy, and referral and direct client services to improve the quality of life of anyone whose life is affected by Human Immunodeficiency Virus (HIV)/AIDS and (2) to provide community education and prevention activities to prevent the spread of HIV. The communities served are Rockingham and Strafford Counties in New Hampshire.



**Key Administrative Personnel**  
**May 29, 2013**

Richard B. Wagner, Executive Director

Robert H. Pedersen, Director of Finance and Administration

Kristin A. Thole, Director of Client Services

AIDS RESPONSE  
 Seacoast  
Care and Prevention

Board of Directors  
May 2013

**Richard Leigh, President**

[REDACTED]

**Nancy Leigh, Vice President**

[REDACTED]

**The Rev. Calvin Sanborn, Treasurer**

[REDACTED]

**The Rev. Kit Wang, Secretary**

[REDACTED]

**Barbara Kautz, RN, Director**

[REDACTED] S

**Art Nicholson, Director**

[REDACTED]

**Raymond Ouellette, Director**

[REDACTED]

**Jason Saltz, Director**

[REDACTED]

**David M. Steady, Director**

[REDACTED]

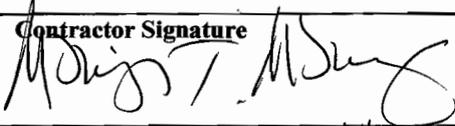
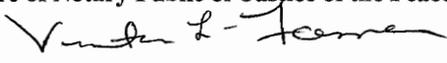
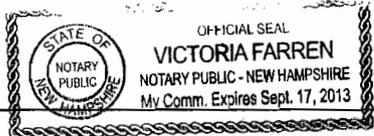
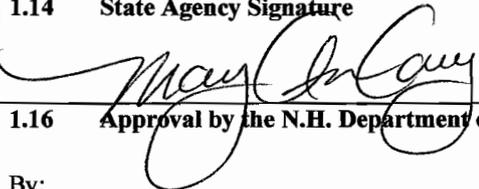
Subject: State Grant-In-Aid Funds Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Child and Family Services		<b>1.4 Contractor Address</b> 464 Chestnut Street Manchester, NH 03105	
<b>1.5 Contractor Phone Number</b> (603) 518-4000	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 286,452.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Marilyn Mahoney, Chair Board of Trustees	
<b>1.13 Acknowledgement:</b> State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>5/23/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Victoria L. Farren, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <u>Jeanne P. Henry, Attorney</u> On: <u>3 June 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: MTM  
Date: 5/23/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:
  - 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
  - 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
  - 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
  - 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
    - 1.4.1. For Prevention;
      - 1.4.1.1. 70% of households that receive this prevention assistance will achieve immediate housing stability.
      - 1.4.1.2. At least 60% of households that receive this prevention assistance will not experience an episode of homelessness within 12 months.
    - 1.4.2. For Shelter;
      - 1.4.2.1. 70% of program participants will exit the program to permanent housing.
      - 1.4.2.2. The average length of stay in this program will be reduced by 10%.
      - 1.4.2.3. 60% of youth will maintain or increase income as a result of program supports, such as independent living skills training and weekly employment support, that will support their ability to secure and maintain permanent housing
  - 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
  - 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

*MTM*



Exhibit A

2. SERVICES:

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

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

Service locations are as follows:

Manchester: 100 Union Street  
Concord: 14-16 Perley Street  
Littleton: 28 Lafayette Street  
Dover: 61-63 Park Street

*MTW*  
*5/23/13*



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

**NH General Funds:**

SFY14 not to exceed \$143,226.00  
SFY15 not to exceed \$143,226.00

Federal Funds: Not Applicable

**1. PROGRESS REPORTS:**

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

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

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

**3. LINE ITEM TRANSFERS:**

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

*MT*

*5/29/13*



Exhibit B

**State Grant In Aid Program Budget detail**

**EXPENSE BUDGET for SFY14 and SFY15:**

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Prevention/Intervention</b>	<b>\$200,429.00</b>	<b>\$200,429.00</b>
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services (Shelter)</b>	<b>\$86,023.00</b>	<b>\$86,023.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>N/A</b>	<b>N/A</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$286,452.00</b>	<b>\$286,452.00</b>
<b>TOTAL GIA+Match</b>	<b>\$572,904.00</b>	

Contractor Initials MTM  
 Date 5/23/13



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:

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

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

3. Add the following to Paragraph 6.1:

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

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

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

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

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

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

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

*MJM*  
5/23/13



Exhibit C

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

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Exhibit C

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

*MTM*  
Date 5/23/13



Exhibit C

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

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

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Exhibit C

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



Exhibit C

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

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Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

MTM  
5/23/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

Child and Family Services

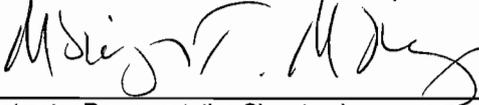
From: 7/1/13 To: 6/30/15

(Contractor Name)

(Period Covered by this Certification)

Marilyn Mahoney, Chair, Board of Trustees

(Name & Title of Authorized Contractor Representative)



May 23, 2013

(Contractor Representative Signature)

(Date)

Contractor Initials: MM

Date: 5/23/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

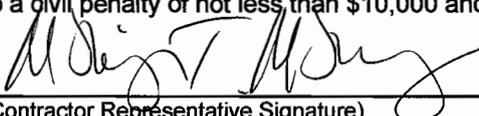
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under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

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

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

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

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

 Marilyn Mahoney, Chair, Board of Trustees  
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Child and Family Services May 23, 2013  
 (Contractor Name) (Date)

Contractor Initials: MM  
 Date: 5/23/13

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials:                     

Date:                     



5/23/13

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

**PRIMARY COVERED TRANSACTIONS**

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

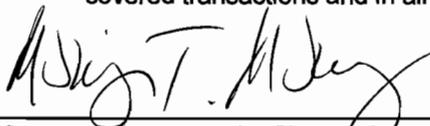
Contractor Initials: MTW  
Date: 5/23/13

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

 Marilyn Mahoney, Chair, Board of Trustees  
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Child and Family Services May 23, 2013  
 (Contractor Name) (Date)

Contractor Initials: MM  
 Date: 5/23/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT G**

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

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

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



(Contractor Representative Signature)

Marilyn Mahoney, Chair, Board of Trustees

(Authorized Contractor Representative Name & Title)

Child and Family Services

(Contractor Name)

May 23, 2013

(Date)

Contractor Initials: 

Date: 5/23/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

Marilyn Mahoney, Chair, Board of Trustees

(Authorized Contractor Representative Name & Title)

Child and Family Services

(Contractor Name)

May 23, 2013

(Date)

Contractor Initials: MTM

Date: 5/23/13

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH DHHS Child and Family Services  
The State Agency Name Name of the Contractor

Mary Ann Cooney Marilyn Mahoney  
Signature of Authorized Representative Signature of Authorized Representative

MARY Ann Cooney Marilyn Mahoney  
Name of Authorized Representative Name of Authorized Representative

ASSOCIATE Commissioner Chair, Board of Trustees  
Title of Authorized Representative Title of Authorized Representative

06/05/13 May 23, 2013  
Date Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

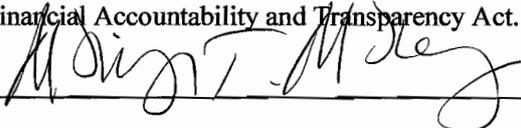
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Marilyn Mahoney, Chair, Board of Trustees

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Child and Family Services

May 23, 2013

(Contractor Name)

(Date)

Contractor initials:   
Date: 5/23/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 095505905

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

NO

YES

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

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

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

NO

YES

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

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

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

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

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

Contractor initials: MTW  
Date: 5/23/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Michael R. Ostrowski, of Child and Family Services of NH, do hereby certify that:

1. I am the duly elected Assistant Secretary of Child and Family Services of NH;
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 March 26, 2013;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, State Grant In Aid program.

RESOLVED: That the Chair, Board of Trustees is hereby authorized on behalf of this corporation to enter into 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. Marilyn Mahoney is the duly elected Chair, Board of Trustees of the corporation.

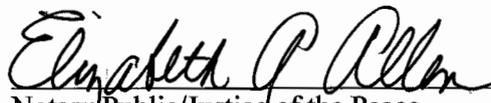
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23rd, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the corporation this 23rd day of May, 2013.

  
Michael R. Ostrowski, Assistant Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2013 by Michael R. Ostrowski.

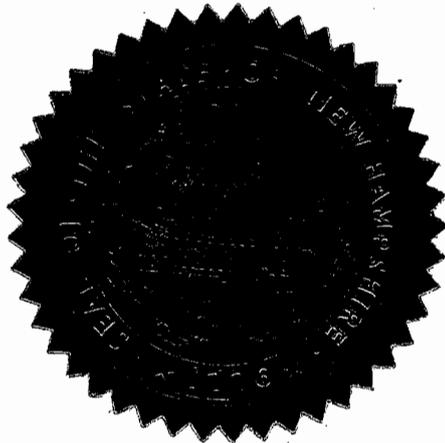
  
Notary Public/Justice of the Peace  
My Commission Expires:



# 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 CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State

## **Statement regarding Insurance Expiration**

We intend to remain insured during the duration of this contract. We are in the market getting complete bids. We will have coverage bound on 7/1/13 for the next one year term. Coverage cannot be bound until the current coverage expires. We will provide you with our new ACORD document when we bind coverage.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2013

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

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

<b>PRODUCER</b>		CONTACT NAME: Linda Dacey	
FIAI/Cross Insurance		PHONE (A/C No. Ext): (603) 669-3218	FAX (A/C No.): (603) 645-4331
1100 Elm Street		E-MAIL ADDRESS: ldacey@crossagency.com	
Manchester NH 03101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Ins Co	
		INSURER B: QBE Insurance Corp	
		INSURER C: Travelers Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b>		NAIC #	
Child & Family Services of New Hampshire		39217	
Po Box 448		-	
Manchester NH 03105			

**COVERAGES** CERTIFICATE NUMBER: 12-13 Pkg, BA, Prof & Umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK879641	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				\$
A	AUTOMOBILE LIABILITY			PHPK879641	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Drive other car \$ 1,000,000
A	UMBRELLA LIAB			PHUB385665	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			QWC4001064 (3a.) NH	4/4/2013	4/4/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			All officers included			E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity & Forgery			104895803	4/1/2013	4/1/2015	Limit: \$200,000
A	Professional Liability			PHPK879641	7/1/2012	7/1/2013	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

State of NH Department of Health & Human Services Office of Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Don Lefebvre/JSC <i>Donald R. Lefebvre</i>

ACORD 25 (2010/05)

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INS025 (2010/05) 01

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**CHILD AND FAMILY SERVICES  
OF NEW HAMPSHIRE**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2012**

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HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101  
603-669-5477 FAX 603-669-0197

## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees  
Child and Family Services of New Hampshire  
Manchester, New Hampshire

### Report on the Financial Statements

We have audited the accompanying consolidated statements of Child and Family Services of New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our 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 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.

The Board of Trustees  
Child and Family Services of New Hampshire

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 Child and Family Services of New Hampshire as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2013, on our consideration of Child and Family Services of New Hampshire'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 Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

March 20, 2013

HESSION & PARK, P.C.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b>ASSETS</b>		
Assets		
Cash and cash equivalents	\$ 255,465	\$ 203,538
Cash restricted for payment of long-term debt	30,000	25,000
Accounts receivable, less allowance for doubtful accounts of \$7,505 in 2012 and \$8,205 in 2011	949,727	980,874
Prepaid expenses	82,377	62,226
Deferred expenses	24,843	42,372
Bequest receivable	50,000	-
Beneficial interest in funds held by others	1,736,855	1,646,126
Property, plant and equipment, net	7,316,090	7,602,229
Investments	<u>14,955,171</u>	<u>14,095,239</u>
Total assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Line of credit	\$ -	\$ 124,535
Accounts payable	130,627	109,592
Accrued vacation	260,070	267,080
Accrued wages and related expenses	261,289	259,032
Annuities payable	1,487	2,612
Mark to market interest rate swap liability	1,558,953	1,660,401
Long-term debt	<u>5,432,682</u>	<u>5,552,679</u>
Total liabilities	<u>7,645,108</u>	<u>7,975,931</u>
Net assets		
Unrestricted	360,326	(16,618)
Designated by Board	12,114,920	11,391,434
Temporarily restricted	2,366,851	2,619,139
Permanently restricted	<u>2,913,323</u>	<u>2,687,718</u>
Total net assets	<u>17,755,420</u>	<u>16,681,673</u>
Total liabilities and net assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>

See notes to financial statements.

## CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

## STATEMENT OF ACTIVITIES

Year Ended December 31, 2012

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,236,067	\$ -	\$ -	\$ 8,236,067
Contributions	267,930	-	159,275	427,205
Foundations and trusts	602,049	-	-	602,049
United Way	304,996	-	-	304,996
Special events (net of direct costs of \$103,656)	198,954	-	-	198,954
Net assets released from restriction for operating activities	276,688	(252,288)	(24,400)	-
Total public support	<u>9,886,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>9,769,271</u>
Revenue				
Program service fees	1,823,706	-	-	1,823,706
Endowment transfer to support operations	856,719	-	-	856,719
In-kind donations	147,429	-	-	147,429
Rents	15,207	-	-	15,207
Income from HEFA trust	8,410	-	-	8,410
Total other revenue	<u>2,851,471</u>	<u>-</u>	<u>-</u>	<u>2,851,471</u>
Total public support and revenue	<u>12,738,155</u>	<u>(252,288)</u>	<u>134,875</u>	<u>12,620,742</u>
Expenses				
Program services				
Family counseling	1,047,925	-	-	1,047,925
Teen and youth	1,900,608	-	-	1,900,608
Child abuse treatment	1,984,898	-	-	1,984,898
Child abuse prevention and family strengthening	3,270,527	-	-	3,270,527
Early intervention	403,047	-	-	403,047
Homecare	1,736,040	-	-	1,736,040
Residential services	556,649	-	-	556,649
Adoptions and pregnancy counseling	152,139	-	-	152,139
Child advocacy	129,760	-	-	129,760
Summer camp	274,385	-	-	274,385
Total program services	<u>11,455,978</u>	<u>-</u>	<u>-</u>	<u>11,455,978</u>
Supporting services				
Public relations and financial development	452,551	-	-	452,551
Management and general	798,942	-	-	798,942
Total supporting services	<u>1,251,493</u>	<u>-</u>	<u>-</u>	<u>1,251,493</u>
Total expenses	<u>12,707,471</u>	<u>-</u>	<u>-</u>	<u>12,707,471</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>30,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>(86,729)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>\$ 30,684</u>	<u>\$ (252,288)</u>	<u>\$ 134,875</u>	<u>\$ (86,729)</u>
Non-operating gains and losses				
Investment gain reduced by the portion of cumulative net appreciation designated for current operations	968,298	-	-	968,298
Unrealized gain on mark to market interest rate swap	101,448	-	-	101,448
Change in beneficial interest in funds held by others	-	-	90,730	90,730
Increase (decrease) in net assets	1,100,430	(252,288)	225,605	1,073,747
Net assets, beginning of year	11,374,816	2,619,139	2,687,718	16,681,673
Net assets, end of year	<u>\$ 12,475,246</u>	<u>\$ 2,366,851</u>	<u>\$ 2,913,323</u>	<u>\$ 17,755,420</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 7,986,444	\$ -	\$ -	\$ 7,986,444
Contributions	401,525	-	211,401	612,926
Foundations and trusts	589,090	-	-	589,090
United Way	343,962	-	-	343,962
Special events (net of direct costs of \$101,186)	159,211	-	-	159,211
Net assets released from restriction for operating activities	118,762	(118,762)	-	-
Total public support	<u>9,598,994</u>	<u>(118,762)</u>	<u>211,401</u>	<u>9,691,633</u>
Revenue				
Program service fees	1,673,422	-	-	1,673,422
Endowment transfer to support operations	663,354	-	-	663,354
In-kind donations	221,620	-	-	221,620
Rents	3,626	-	-	3,626
Income from HEFA trust	8,145	-	-	8,145
Total other revenue	<u>2,570,167</u>	<u>-</u>	<u>-</u>	<u>2,570,167</u>
Total public support and revenue	<u>12,169,161</u>	<u>(118,762)</u>	<u>211,401</u>	<u>12,261,800</u>
Expenses				
Program services				
Family counseling	1,117,703	-	-	1,117,703
Teen and youth	2,278,597	-	-	2,278,597
Child abuse treatment	1,644,015	-	-	1,644,015
Child abuse prevention and family strengthening	2,768,202	-	-	2,768,202
Early intervention	408,898	-	-	408,898
Homecare	1,539,865	-	-	1,539,865
Residential services	592,487	-	-	592,487
Adoptions and pregnancy counseling	216,263	-	-	216,263
Child advocacy	211,588	-	-	211,588
Summer camp	227,957	-	-	227,957
Total program services	<u>11,005,575</u>	<u>-</u>	<u>-</u>	<u>11,005,575</u>
Supporting services				
Public relations and financial development	427,405	-	-	427,405
Management and general	785,600	-	-	785,600
Total supporting services	<u>1,213,005</u>	<u>-</u>	<u>-</u>	<u>1,213,005</u>
Total expenses	<u>12,218,580</u>	<u>-</u>	<u>-</u>	<u>12,218,580</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>(49,419)</u>	<u>(118,762)</u>	<u>211,401</u>	<u>43,220</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ (49,419)	\$ (118,762)	\$ 211,401	\$ 43,220
Non-operating gains and losses				
Investment loss reduced by the portion of cumulative net appreciation designated for current operations	(951,952)	-	-	(951,952)
Unrealized (loss) on mark to market interest rate swap	(748,755)	-	-	(748,755)
Change in beneficial interest in funds held by others	-	-	(130,908)	(130,908)
Increase (decrease) in net assets	(1,750,126)	(118,762)	80,493	(1,788,395)
Net assets, beginning of year	13,124,942	2,737,901	2,607,225	18,470,068
Net assets, end of year	<u>\$ 11,374,816</u>	<u>\$ 2,619,139</u>	<u>\$ 2,687,718</u>	<u>\$ 16,681,673</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF CASH FLOWS

Year Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities		
Change in net assets	\$ 1,073,747	\$ (1,788,395)
Adjustments to reconcile change to net cash provided (used) by operating activities		
Depreciation	369,616	373,667
Reinvested income	(310,652)	(392,867)
Realized (gain) on sale of investments	(102,398)	(356,631)
Unrealized (gain) loss on investments	(1,463,682)	976,443
Unrealized (gain) loss on mark to market interest rate swap	(101,448)	748,755
Amortization of NHHFA notes payable	18,426	17,382
(Increase) in restricted cash	(5,000)	-
(Increase) decrease in accounts receivable	31,147	(199,831)
(Increase) in prepaid expenses	(20,151)	(41,023)
(Increase) decrease in deferred expenses	17,529	(591)
(Increase) in bequest receivable	(50,000)	-
(Increase) decrease in beneficial interests in trusts	(90,729)	65,434
(Decrease) in deferred contract revenue	-	(74,919)
Increase (decrease) in accounts payable	21,035	(22,578)
Increase (decrease) in accrued vacation and expenses	(4,753)	23,578
	<u>(617,313)</u>	<u>(671,576)</u>
Net cash (used in) operating activities		
Cash flows used in investing activities		
Cash paid for land, buildings and equipment	<u>(83,477)</u>	<u>(75,122)</u>
Cash flows from financing activities		
Contribution restricted to endowment	(159,275)	(210,501)
Proceeds from appropriation of endowment	1,151,675	749,219
Proceeds from release of restricted endowment	24,400	-
Net cash advance (payment) on line of credit	(124,535)	124,535
Cash payments on long-term debt	(138,423)	(88,962)
Cash paid on annuity	(1,125)	(1,125)
	<u>752,717</u>	<u>573,166</u>
Net cash provided by financing activities		
Increase (decrease) increase in cash and cash equivalents	51,927	(173,532)
Cash and cash equivalents, beginning of year	<u>203,538</u>	<u>377,070</u>
Cash and cash equivalents, end of year	<u>\$ 255,465</u>	<u>\$ 203,538</u>
Supplemental disclosure of cash flow information		
Interest paid in cash	<u>\$ 332,900</u>	<u>\$ 337,341</u>
Amortization of 2007 NHHFA note payable	<u>\$ 9,786</u>	<u>\$ 9,232</u>
Amortization of 2005 NHHFA note payable	<u>\$ 8,640</u>	<u>\$ 8,150</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2012

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 635,022	\$ 980,976	\$ 1,018,969	\$ 1,850,539	\$ 223,647	\$ 1,263,462	\$ 324,070	\$ 86,153	\$ 90,880	\$ 90,924	\$ 226,793	\$ 567,760	\$ 7,359,195
Employee benefits	62,019	154,674	109,230	215,323	38,382	55,487	55,452	19,627	8,535	6,471	30,140	64,858	820,198
Payroll related costs	65,661	98,404	106,101	204,609	21,182	142,134	35,232	7,405	7,506	11,192	18,632	45,821	763,879
Assistance to individuals	29,206	177,457	72,615	214,692	11	4,578	18,265	730	2	49,812	95,100	4	662,472
Travel and transportation	24,096	52,934	79,841	388,858	20,320	50,256	10,100	2,666	758	4,451	3,446	186	637,912
Professional fees	81,389	60,976	161,099	24,117	46,216	17,640	19,001	9,972	376	20,588	9,412	29,116	479,902
Occupancy	43,459	82,619	43,816	118,572	10,716	39,261	19,245	4,149	2,496	41,108	8,430	3,778	417,649
Interest	32,624	56,590	111,426	53,916	12,732	56,106	16,575	4,685	4,176	8,299	-	2,264	359,393
Communications	15,213	41,282	30,509	61,441	7,981	17,712	7,302	5,184	2,429	4,463	13,447	1,649	208,612
Rental and equipment maintenance	8,342	19,195	30,641	13,277	2,474	3,117	4,175	2,257	1,180	2,842	357	36,211	124,068
Supplies	3,968	23,377	6,917	17,635	1,275	8,731	8,046	677	390	9,948	3,212	3,977	88,153
Printing and publications	3,745	2,365	8,812	18,551	1,070	5,753	600	2,111	1,522	4,884	34,547	1,233	85,193
Insurance	4,211	11,741	9,200	15,874	2,367	6,979	4,264	790	535	544	1,679	5,442	63,626
Miscellaneous	3,304	8,353	10,688	6,862	1,499	12,628	2,903	251	308	1,377	1,687	2,921	52,781
Conferences and meetings	2,858	9,334	12,963	5,721	672	913	2,105	246	3,280	4,027	2,986	6,835	51,940
Membership dues	332	1,507	2,737	1,865	269	941	1,972	86	1,146	152	1,015	3,431	15,453
Total expenses before depreciation and in-kind donations	1,015,449	1,781,784	1,815,564	3,211,852	390,813	1,685,698	529,307	146,989	125,519	261,082	450,883	775,486	12,190,426
Depreciation	32,476	58,623	103,499	51,970	12,234	50,342	21,530	5,150	4,241	11,377	-	18,174	369,616
In-kind donations	-	60,201	65,835	6,705	-	-	5,812	-	-	1,926	1,668	5,282	147,429
Total functional expenses	\$ 1,047,925	\$ 1,900,608	\$ 1,984,898	\$ 3,270,527	\$ 403,047	\$ 1,736,040	\$ 556,649	\$ 152,139	\$ 129,760	\$ 274,385	\$ 452,551	\$ 798,942	\$ 12,707,471

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2011

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 658,368	\$ 1,212,882	\$ 918,542	\$ 1,453,036	\$ 235,855	\$ 1,131,447	\$ 341,041	\$ 122,574	\$ 119,515	\$ 73,392	\$ 225,280	\$ 544,150	\$ 7,036,082
Employee benefits	71,353	201,785	97,008	180,527	45,324	54,955	51,572	26,090	16,462	4,077	29,095	51,451	829,699
Assistance to individuals	36,252	198,916	77,431	198,213	(5)	11,333	34,632	10,680	(3)	36,982	72,465	-	676,896
Payroll related costs	62,571	112,312	84,241	142,947	20,673	111,478	31,378	10,001	10,248	6,416	18,495	38,514	649,274
Travel and transportation	37,610	59,117	60,798	301,668	21,259	38,296	10,903	3,699	4,773	6,372	2,914	591	548,000
Professional fees	97,102	59,390	76,426	40,191	31,700	19,304	21,431	9,121	26,899	15,237	13,172	36,872	446,845
Occupancy	28,251	80,945	52,194	95,526	9,646	27,681	22,510	5,020	3,327	49,799	7,849	25,537	408,285
Interest	35,501	74,595	95,914	51,737	13,548	50,508	18,107	7,072	7,070	7,062	-	2,193	363,307
Communications	16,346	45,197	28,859	59,657	7,557	16,838	8,008	6,058	3,511	3,867	17,668	2,521	216,087
Rental and equipment maintenance	8,031	17,378	11,256	11,149	3,971	3,054	6,214	2,993	1,137	1,553	-	30,605	97,341
Supplies	6,222	26,186	14,747	14,253	2,018	7,100	8,020	1,076	622	2,509	3,169	6,971	92,893
Printing and publications	10,786	2,288	9,653	4,365	1,266	9,917	2,991	(10)	852	4,542	31,523	1,223	79,396
Conferences and meetings	6,663	13,428	10,227	5,248	673	691	1,634	2,432	1,782	3,307	2,266	12,221	60,572
Insurance	4,565	11,771	6,952	14,575	1,286	4,831	4,434	918	640	376	1,274	4,609	56,231
Miscellaneous	1,448	4,631	6,518	10,690	769	5,105	1,624	1,119	6,684	680	831	2,291	42,390
Membership dues	658	3,474	1,666	3,033	217	931	1,778	160	1,161	277	1,392	5,248	19,995
Total expenses before depreciation and in-kind donations	1,081,727	2,124,295	1,552,432	2,586,815	395,757	1,493,469	566,277	209,003	204,680	216,448	427,393	764,997	11,623,293
Depreciation	35,387	75,066	91,082	50,671	13,141	46,396	21,419	7,260	6,908	10,307	-	16,030	373,667
In-kind donations	589	79,236	501	130,716	-	-	4,791	-	-	1,202	12	4,573	221,620
Total functional expenses	\$ 1,117,703	\$ 2,278,597	\$ 1,644,015	\$ 2,768,202	\$ 408,898	\$ 1,539,865	\$ 592,487	\$ 216,263	\$ 211,588	\$ 227,957	\$ 427,405	\$ 785,600	\$ 12,218,580

See notes to financial statements.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 1. NATURE OF ACTIVITIES**

Child and Family Services of New Hampshire (the "Organization") operates as a voluntary, non-sectarian, non-profit organization located throughout the State of New Hampshire providing direct social services for families and children. The Organization's major source of revenue is derived from government and other grant income.

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of presentation**

The accompanying financial statements have been prepared on the accrual basis and in accordance with the Not-for-Profit Entities Topic of the FASB Accounting Standards Codification (ASC) 958-205 and subsections.

This Topic establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. This Topic further requires classification of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

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 law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled by actions of the Organization. It also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently Restricted – Reflects 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. Permanent restricted net assets also include the fair value of the Organization's beneficial interest in funds held by others.

**Principles of consolidation**

The financial statements include accounts of the Organization and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Use of estimates**

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

**Income taxes**

The Organization applied for and has been granted recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. Section 501(c)(3) of the Code provides for the exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholders or individuals. The Organization had no unrelated business income at December 31, 2012 and 2011. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2008 are no longer subject to examination by federal and state taxing authorities.

**Cash and cash equivalents**

For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

**Cash restricted for payment of long-term debt**

Per the terms of the Series 2007 Bond, which included a refinancing of Series 1999 debt, the Organization deposited \$1,056,089 at December 31, 2008 to an escrow fund in order to pay off the Series 1999 Bonds. This payment took place during January 2009. At December 31, 2012 and 2011, the balance of this escrow fund was \$30,000.

**Bond refinance costs**

The Series 2007 bond was refinanced in 2009. Loan costs of \$39,250 associated with the refinancing are being amortized over the initial five year term of the agreement.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Accounts receivable and revenue**

Accounts receivable is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

**Allowance for doubtful accounts**

The Organization provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Organization's estimate is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. At December 31, 2012 and 2011, accounts receivable are presented net of an allowance for doubtful accounts of \$7,505 and \$8,205, respectively.

**Property, plant and equipment**

Property, plant and equipment are recorded at cost or, in the case of donated assets, at fair market value on the date received. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for 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 over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Major additions and improvements of \$1,000 or more are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Property, plant and equipment (concluded)**

Depreciation is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	15-50 years
Furniture and equipment	5-10 years
Leasehold improvements	10 years
Vehicles	5 years

**Investments**

The Organization accounts for investments in accordance with FASB ASC 958-320 and subsections. This standard requires that investments with readily determinable values and all investments in debt securities are stated at their fair values in the statement of financial position. Investments without readily determinable fair values are stated at cost. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

**Annuities**

Certain gifts require that the Organization pay the donor a predetermined amount during the donor's lifetime. Such gifts are recorded as revenue when received and the present value of the future amount payable is credited to a liability account. Periodically, an adjustment is made to annuities payable to record the actuarial income or expense due to the computation of the liability based upon the revised life expectancies.

**Contributions and grants**

In accordance with the Not-for-Profit Entities Topic of the ASC 958-605 and subsections, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions. If the restrictions on contributions and grants are satisfied in the same fiscal period in which they are received, then management has elected to classify them as unrestricted for reporting purposes.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)**

**Donated materials and services**

Donated materials and equipment are reflected in the accompanying statements at their estimated fair values at date of receipt. A substantial number of volunteers have donated significant amounts of time to Child and Family Services of New Hampshire program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

**Functional allocation of expenses**

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

**Note 3. FAIR VALUE MEASUREMENTS**

Generally accepted accounting principles establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

The Organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 4. ACCOUNTS RECEIVABLE**

Accounts receivable consisted of the following:

	<u>2012</u>	<u>2011</u>
Grants receivable	\$ 697,348	\$ 659,227
Fees for services	<u>259,884</u>	<u>329,852</u>
	957,232	989,079
Less allowance for uncollectible accounts	<u>(7,505)</u>	<u>(8,205)</u>
Total	<u>\$ 949,727</u>	<u>\$ 980,874</u>

**Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS**

The Organization is the sole beneficiary of three funds that are established at the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors; however, the Organization has received distributions from the funds of an amount equal to approximately 5% of the average market value of the fund over the last five years. Excess earnings, if any, are reinvested.

At December 31, 2012 and 2011, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$751,523 and \$706,317, respectively. The Organization received \$30,214 and \$32,695 from the funds in 2012 and 2011, respectively.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS (concluded)**

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2012</u>	<u>2011</u>
Greenleaf	100%	\$ 382,039	\$ 362,040
Spaulding	100%	329,237	312,453
Cogswell	50%	274,056	265,316
Total		<u>\$ 985,332</u>	<u>\$ 939,809</u>

Income distributed by these trusts was \$43,342 and \$40,002 in 2012 and 2011, respectively.

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 3, the valuation technique used by the Organization is a level 3 measure because there are no observable market transactions.

Changes in fair value of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following:

	<u>Beneficial Interest in Funds Held by Others</u>
Balance at December 31, 2010	\$ 1,711,560
Contribution	65,474
Change in value of beneficial interest	<u>(130,908)</u>
Balance at December 31, 2011	1,646,126
Change in value of beneficial interest	<u>90,729</u>
Balance at December 31, 2012	<u>\$ 1,736,855</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

**Note 6. PROPERTY, PLANT AND EQUIPMENT**

Property, plant and equipment consist of the following:

	<u>2012</u>	<u>2011</u>
Land	\$ 1,144,949	\$ 1,144,949
Buildings and improvements	8,540,136	8,504,704
Furniture and equipment	1,864,695	1,855,844
Vehicles	128,606	163,794
Leasehold improvements	66,783	66,783
Software	168,608	147,015
	<u>11,913,777</u>	<u>11,883,089</u>
Less accumulated depreciation	<u>(4,597,687)</u>	<u>(4,280,860)</u>
Property, plant and equipment, net	<u>\$ 7,316,090</u>	<u>\$ 7,602,229</u>

**Note 7. INVESTMENTS**

Investments consist of the following:

	<u>2012</u>		<u>2011</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Domestic equities	\$ 5,378,589	\$ 6,563,094	\$ 5,410,122	\$ 5,864,679
International equities	3,858,629	3,891,869	3,794,526	3,278,319
Fixed income securities	1,988,704	2,207,774	2,422,615	2,632,737
Inflation hedging	1,768,387	1,883,898	2,221,542	2,038,106
Cash and equivalents	<u>408,536</u>	<u>408,536</u>	<u>281,398</u>	<u>281,398</u>
Total	<u>\$ 13,402,845</u>	<u>\$ 14,955,171</u>	<u>\$ 14,130,203</u>	<u>\$ 14,095,239</u>

Under the terms of a line of credit agreement with a bank, the Organization has agreed not to pledge these assets as security on any other debt.

During 2009, the Organization requested a full redemption of its investment in the limited partnership. The limited partnership acknowledged receipt of the request, but noted that redemptions from the fund were suspended as of the year ended December 31, 2009. During 2010, the limited partnership had formally notified the Organization that all outstanding redemption requests will be honored pro rata based on the redeeming investors' total investment in the Fund relative to the total of all redeeming investors' investment in the Fund. The amount redeemed for the year ended December 31, 2012 and 2011 was \$233,349 and \$689,085, respectively.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**

**Note 7. INVESTMENTS (continued)**

Investment return is summarized as follows:

	<u>2012</u>	<u>2011</u>
Interest and dividend income	\$ 310,652	\$ 392,867
Net realized and unrealized gain (loss)	<u>1,566,080</u>	<u>(619,812)</u>
Total investment gain (loss)	<u>\$ 1,876,732</u>	<u>\$ (226,945)</u>

Expenses relating to investment revenues, including management fees amounted to \$88,028 and \$100,173 for the years ended December 31, 2012 and 2011, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2012 was 6% of the average fair market value of all investments over the previous twelve quarters. The income recognized during the years ended December 31, 2012 and 2011 was \$856,719 and 663,354, respectively. The cash transferred to operations from investments during the years ended December 31, 2012 and 2011 was \$1,125,000 and \$680,000, respectively.

As discussed in Note 3 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of December 31, 2012. Level 2 is for investments measured using inputs such as quoted market prices for similar assets. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

**Note 7. INVESTMENTS (concluded)**

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Foundation's marketable securities as follows:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
<b>December 31, 2012</b>				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 6,563,094	\$ 6,563,094	\$ -	\$ -
International equities	3,891,869	3,891,869	-	-
Fixed income securities	2,207,774	-	2,207,774	-
Inflation hedging	<u>1,883,898</u>	<u>1,883,898</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 14,546,635</u>	<u>\$ 12,338,861</u>	<u>\$ 2,207,774</u>	<u>\$ -</u>
<b>December 31, 2011</b>				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 5,864,679	\$ 5,864,679	\$ -	\$ -
International equities	3,278,319	3,278,319	-	-
Fixed income securities	2,632,737	-	2,632,737	-
Inflation hedging	<u>2,038,106</u>	<u>1,806,025</u>	<u>-</u>	<u>232,081</u>
Total marketable securities	<u>\$ 13,813,841</u>	<u>\$ 10,949,023</u>	<u>\$ 2,632,737</u>	<u>\$ 232,081</u>

**Note 8. LINE OF CREDIT**

The Organization has available a \$1,500,000 revolving line of credit agreement with Citizens Bank. The line of credit expires on June 30, 2013, unless extended. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2012), adjusted at each change in the index. At December 31, 2012, there was no balance due on the line of credit.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

	<u>2012</u>	<u>2011</u>
Obligation payable, original amount \$5,540,000, in monthly sinking fund installments, through January 1, 2038, plus fixed interest at 3.915% per annum paid to a counterparty to a swap agreement, plus variable rate interest paid to bondholders, minus variable rate interest received from the counterparty to a swap agreement. The debt is secured by the Organization's investments and gross receipts. In July 2009, the Organization converted this obligation to a bank purchase mode. Reference is made to Note 11.	\$ 5,075,000	\$ 5,185,000
Capital lease payable in monthly installments of \$4,036 including interest at 7.35%, through January 2012. The lease was for a phone system.	-	2,993
Capital lease payable in monthly installments of \$1,573 including interest at 2.92%, through October 2014. The lease is for a phone system.	32,169	49,828
Capital lease payable in monthly installments of \$777 through October 2012. The lease is for equipment.	-	7,771
Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Dover, New Hampshire.	152,628	143,988

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Manchester, New Hampshire.

	<u>172,885</u>	<u>163,099</u>
Total	5,432,682	5,552,679
Less current maturities	<u>(133,093)</u>	<u>(138,336)</u>
Long-term debt	<u>\$ 5,299,589</u>	<u>\$ 5,414,343</u>

Future maturities of long-term debt are as follows:

<u>Year ending</u> <u>December 31,</u>	<u>Amount</u>
2013	\$ 133,093
2014	129,162
2015	120,000
2016	130,000
2017	135,000
Thereafter	<u>4,785,427</u>
Total	<u>\$ 5,432,682</u>

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 10. SERIES 2007 REVENUE BONDS**

During 2007, the New Hampshire Health and Education Facilities Authorities (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty, a fixed rate of 3.915%, in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one-month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2012 and 2011 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the statement of financial position, and annual changes, if any, in the fair value of the swap in the statement of activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the statement of activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statement of activities) if interest rates decrease below those in effect on the date the swap was entered into which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. The Organization recorded the swap liability position of approximately \$1,558,953 and \$1,660,401 at December 31, 2012 and 2011, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

**Note 10. SERIES 2007 REVENUE BONDS (concluded)**

During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expires on July 31, 2014; however, the expiration date may be extended by the Counterparty and the Organization has the option to convert back to the weekly rate mode.

The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2012, the Organization was in compliance with these covenants.

**Note 11. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services:

	<u>2012</u>	<u>2011</u>
Deferred loan interest	\$ 924,488	\$ 942,912
Camp Spaulding	498,104	547,880
Camp Pavillion	298,676	306,925
Union Street	238,219	245,025
Teen and youth	114,939	226,649
Teen center	101,673	111,507
Child abuse prevention	96,432	106,979
Camp	52,483	42,353
Family counseling	29,455	8,620
Child abuse treatment	6,242	50,000
Homecare	<u>6,140</u>	<u>30,289</u>
Total	<u>\$ 2,366,851</u>	<u>\$ 2,619,139</u>

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 12. PERMANENTLY RESTRICTED NET ASSETS**

At December 31, 2012 and 2011, permanently restricted net assets of \$2,913,323 and \$2,687,718, respectively, are restricted to investments in perpetuity and for which income earned is expendable to support operations subject to certain restrictions. At December 31, 2012 and 2011, permanently restricted net assets include \$985,332 and \$939,809, respectively, in investments held in perpetual trusts.

**Note 13. LEASES**

The Organization leases office and counseling space located in various New Hampshire communities.

Future minimum lease payments due under these leases are as follows:

<u>Year</u> <u>Ending</u>	<u>Amount</u>
2013	\$ 96,378
2014	63,383
2015	63,383
2016	63,383
2017	14,383
Thereafter	<u>3,437</u>
Total	<u>\$ 304,347</u>

For the years ended December 31, 2012 and 2011, rent expense in connection with these leases was \$123,117 and \$100,461, respectively. The Organization also leases office and counseling space in New Hampshire on a tenant-at-will basis.

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 14. ENDOWMENT FUND ASSETS**

The Not-for-Profit Entities Topic of the ASC intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through diversification of asset classes and selection of investment managers of diverse investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

The spending policy is 5% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2012	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 12,984,428	\$ -	\$ 1,110,811	\$ 14,095,239
Investment return				
Investment income	310,652	-	-	310,652
Realized gain	102,398	-	-	102,398
Unrealized gain	<u>1,463,682</u>	<u>-</u>	<u>-</u>	<u>1,463,682</u>
Total investment return	1,876,732	-	-	1,876,732
Contribution	-	-	159,275	159,275
Appropriation of endowment assets:				
Spending rate	(856,719)	-	-	(856,719)
Additional from Board designated funds	<u>(294,956)</u>	<u>-</u>	<u>-</u>	<u>(294,956)</u>
	<u>(1,151,675)</u>	<u>-</u>	<u>-</u>	<u>(1,151,675)</u>
Release of restriction	<u>-</u>	<u>-</u>	<u>(24,400)</u>	<u>(24,400)</u>
Investments, end of year	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,594,565	\$ -	\$ -	\$ 1,663,784
Board designated	12,114,920	-	-	12,114,920
Donor designated	<u>-</u>	<u>-</u>	<u>1,245,686</u>	<u>1,176,467</u>
Total	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (concluded)

December 31, 2011	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 13,965,237	\$ -	\$ 895,665	\$ 14,860,902
Investment return				
Investment income	392,867	-	-	392,867
Realized gain	356,631	-	-	356,631
Unrealized gain	<u>(976,443)</u>	<u>-</u>	<u>-</u>	<u>(976,443)</u>
Total investment return	(226,945)	-	-	(226,945)
Contribution	-	-	211,401	211,401
Appropriation of endowment assets:				
Spending rate	(663,354)	-	-	(663,354)
Additional from Board designated funds	<u>(86,765)</u>	<u>-</u>	<u>-</u>	<u>(86,765)</u>
	<u>(750,119)</u>	<u>-</u>	<u>-</u>	<u>(750,119)</u>
Transfer of funds	<u>(3,745)</u>	<u>-</u>	<u>3,745</u>	<u>-</u>
Investments, end of year	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,592,994	\$ -	\$ -	\$ 1,662,213
Board designated	11,391,434	-	-	11,391,434
Donor designated	<u>-</u>	<u>-</u>	<u>1,110,811</u>	<u>1,041,592</u>
Total	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE**

**NOTES TO FINANCIAL STATEMENTS**

**Note 15. PENSION PLAN**

The Organization sponsored a defined contribution plan that covered all employees at day of hire and was at least twenty-one years of age. A pre-tax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2012 and 2011.

**Note 16. RECLASSIFICATION**

Certain 2011 amounts have been reclassified to conform to 2012 classification. These reclassifications had no effect on the increase in net assets for 2011.

**Note 17. RISKS AND UNCERTAINTIES**

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the statements of financial position.

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of checking and money market accounts in one financial institution. The Federal Deposit Insurance Corporation insures the balances up to \$250,000 at each bank. As of December 31, 2012, the Organization's accounts exceeded federally insured limits by \$72,636.

The majority of the Organization's grants are received from agencies of the state of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the state of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

**Note 18. SUBSEQUENT EVENTS**

Child and Family Services of New Hampshire has evaluated subsequent events through March 20, 2013, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2012.

## MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

# Child and Family Services

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Fax: [REDACTED]

**Bradford Kuster, Esq.**

**Board Position: Board Secretary, Chair, Advocacy Committee**

Email: [REDACTED]  
Employer: Attorney at Law  
Title: Attorney

HomePh: [REDACTED]  
WorkPh: [REDACTED]  
Fax: [REDACTED]

**Peggy Lambert**

**Board Position: Board Development Committee**

Email: [REDACTED]  
Employer: Catholic Medical Center  
Title: Director Critical Care Services

[REDACTED]  
[REDACTED]  
[REDACTED]

# Child and Family Services

464 Chestnut Street, PO Box 448, Manchester NH 03105-0448

800-640-6486 / 603-518-4000

## Board of Trustees 2012 - 2013

**Kirk Leoni** Board Position: Board Finance Committee  
Email: [REDACTED]  
Employer: Nathan Wechsler & Company, PA  
Title: CPA/President  
CellPh: [REDACTED]  
Fax: [REDACTED]

**Marilyn Mahoney, Esq.** Board Position: Board Chair, Executive Committee  
Email: [REDACTED]  
Employer: Harvey & Mahoney  
Title: Attorney  
CellPh: [REDACTED]

**Willard "Bud" Martin** Board Position: Advocacy Committee  
Email: [REDACTED]  
Employer: Martin, Lord and Osman, PA  
Title: Attorney  
CellPh: [REDACTED]  
Home: [REDACTED]  
Work: [REDACTED]  
Fax: [REDACTED]

**Michael Ostrowski, CEO** Board Position: Board Asst. Secretary/CEO  
Email: [REDACTED]  
Employer: Child and Family Services  
Title: CEO  
CellPh: (603) 494-6219  
HomePh: [REDACTED]  
Fax: [REDACTED]

**Samantha Pause** Board Position: Board Governance Committee  
Email: [REDACTED]  
Employer: Mascoma Savings Bank  
Title: SVP Marketing  
CellPh: [REDACTED]  
Home: [REDACTED]  
Fax: [REDACTED]

**Kenneth Sheldon** Board Position: Board Finance Committee  
Email: [REDACTED]  
Employer: Bank of America/Merrill Lynch  
Title: Senior VP/Sr. Client Mgr  
CellPh: [REDACTED]  
HomePh: [REDACTED]  
Work: [REDACTED]  
Fax: [REDACTED]

**Lynne Stahler** Board Position: Board 2nd Vice Chair, Executive Committee  
Email: [REDACTED]  
Employer: [REDACTED]  
Title: Business Owner  
CellPh: [REDACTED]  
WorkPh: [REDACTED]  
Fax: [REDACTED]

# Child and Family Services

464 Chestnut Street, PO Box 448, Manchester NH 03105-0448

800-640-6486 / 603-518-4000

## Board of Trustees 2012 - 2013

*Gregory Swope, Esq.*

**Board Position:** Concord Regional Board, Chair

Email: [REDACTED]

Employer: Attorney at Law

Title: Attorney

CellPh: [REDACTED]

Fax: [REDACTED]

*Kerry Uhler*

**Board Position:** Board 1st Vice Chair, Executive Committee

Email: [REDACTED]

Employer: Bensonwood

Title: Project Steward

[REDACTED]

**KEY ADMINISTRATIVE PERSONNEL FISCAL YEAR 2014-2015**

Agency Name: Child and Family Services

<b>SFY</b>	<b>NAME</b>	<b>POSITION TITLE</b>	<b>ANNUAL SALARY</b>	<b>% FROM CONTRACT</b>
2014	Michael Ostrowski	CEO	\$138,840	0
	Ed Orłowski	Project Manager	\$62,400	20%
	Stacey Lazzar	Case Manager	\$31,500	40%
2015	Michael Ostrowski	CEO	\$138,840	0
	Ed Orłowski	Project Manager	\$62,400	20%
	Stacey Lazzar	Case Manager	\$31,500	40%

Contractor Initials: MTM

Date: 5/23/13

## **RESUME**

NAME: Michael R. Ostrowski

TELEPHONE: [REDACTED]

ADDRESS: [REDACTED]  
Bedford, NH 03110

STATUS: [REDACTED]

BIRTHDATE: [REDACTED]

## **EXPERIENCE**

1986 - Present: Child and Family Services of New Hampshire-**President CEO**

1982 - 1986: Family and Children's Service of Midland  
Midland, Michigan-**Executive Director**

1977 - 1982: Family and Children Services of Oakland  
Pontiac, Michigan (now called Family Service Oakland)  
Substance Abuse Treatment Program Director  
Employee Assistance Program Director

1973 - 1977 Caseworker, Family and Children Services of Oakland  
Family therapy with a general caseload

## **PROFESSIONAL ACTIVITIES**

- President of New Hampshire Center for Nonprofits, present
- President, Leadership New Hampshire, present
- Vice Chair, National Council on Accreditation, 1996-1999
- Child Welfare League of America, Board of Directors 1993-1997
- Leadership New Hampshire, class of 1993
- Chair, National Conference, Child Welfare League of America, 1990
- President of Manchester Rotary Club 2001
- President, Michigan Chapter National Association of Social Workers, 1982-1984

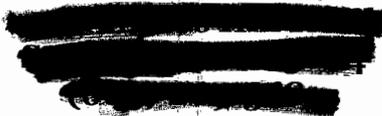
## **EDUCATION**

- Doctoral Candidate, School of Public Administration, University of Colorado
- M.S.W. Wayne State University, 1973: Social Casework
- B.A. Wayne State University, 1971: Majors: Psychology and Sociology

## **PROFESSIONAL ORGANIZATIONS**

- National Association of Social Workers
- American Humane Association

**Edward Orłowski LICSW**



**EDUCATION**

Master of Social Work, University of Connecticut, 1987.  
Bachelor of Arts, University of New Hampshire, 1980.  
Major: Psychology

**PROFESSIONAL CERTIFICATIONS**

Certified Clinical Social Worker - 1990  
Licensed Independent Clinical Social Worker 1998

**EMPLOYMENT**

**11/93 – present: Child and Family Services; Concord NH  
Program Director**

- Administrative responsibility for the planning, implementation and evaluation of all functions of a 13 bed co-ed residential Group Home
- Administrative responsibility for all functions of a 100 bed, 8 week summer camp for 8 - 14 year old economically disadvantaged children
- Administrative responsibility for the implementation and oversight of a statewide 30 bed Transitional Living Program
- Budgetary development in collaboration with the Controller and the State of New Hampshire
- Supervision of staff and treatment programs
- Management of the buildings, property and related support staff

**8/89 - 11/93: Anna Philbrook Center; Concord NH  
Psychiatric Social Worker**

- provided individual, group and family therapy to hospitalized children and adolescents
- formulated assessments and court ordered evaluations
- provided case management services
- developed and coordinated a group therapy program

**4/90 - present: Child and Family Services; Concord NH  
Individual and Family Therapist**

- provide individual, family and marital therapy in an out-patient counseling center as an independently contracted practitioner



# Stacey Lazzar

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Work Experience 2008-present

Child and Family Services, Manchester, NH

**Program Supervisor, Transitional Living Program**

- Supervise case management staff
- Maintain client records according funding source requirements
- Represent program and/or agency in relevant community networking
- Hire and train new TLP staff
- Assist with grant writing and reports to federal, state and local funding sources
- Assume responsibility for program oversight in absence of program director

2002-present

Child and Family Services, Manchester, NH

**Case Coordinator, Transitional Living Program**

- Provide individual case management to homeless pregnant and/or parenting youth
- Assess applicants for motivation, skill level and ability to achieve independence within program limitations
- Recruit, train and supervise volunteer resident assistants
- Organize and facilitate Life Skills workshops for program youth
- Co-facilitate Youth Advisory Board

2004-present

Child and Family Services, Manchester, NH

**Outreach Social Worker, Runaway and Homeless Youth Program**

- Outreach to runaway, homeless and street youth
- Provide survival aid, intervention and prevention services
- Access emergency shelter for youth as needed
- Offer individual, group and family counseling and support in addition to aftercare information and referral
- Facilitate after-school program for homeless middle-school age youth
- Participate in on-call schedule to ensure 24-hour accessibility

2001- 2002

Child and Family Services, Laconia, NH

**Program Supervisor, Teen Turnabout Program**

- Hired and trained new caseworkers
- Provided weekly supervisions with caseworkers
- Completed probationary and annual staff evaluations
- Facilitated weekly staff meetings
- Maintained rapport with Juvenile Probation and Parole Officers

1999- 2002

Child and Family Services, Franklin, NH

**Juvenile Caseworker, Teen Turnabout Program**

- Conducted face-to-face contacts weekly with adjudicated youth and their families
- Coordinate assessment meetings to negotiate goals
- Contacted Juvenile Probation and Parole Officers on a weekly basis
- Monitored school attendance and compliance with curfew

Education

1995-1998

Hobart and William Smith Colleges, Geneva NY

Bachelor of Arts/ Sociology

- Dean's List 1995-1996

1994-1995

Mount Holyoke College, South Hadley, MA

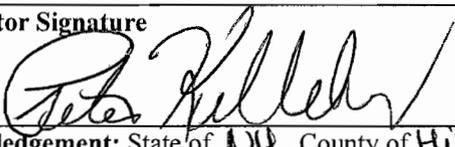
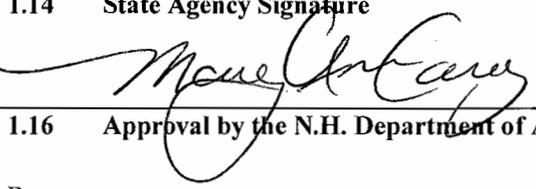
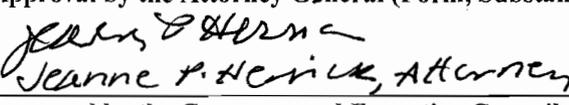
Subject: State Grant-In-Aid Funds Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Greater Nashua Council on Alcoholism, Inc.		<b>1.4 Contractor Address</b> 615 Amherst Street Nashua, NH 03063	
<b>1.5 Contractor Phone Number</b> (603) 882-3616	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 106,972.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Peter Kelleher, President & CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/29/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>LAUREL A. LEFAVOR, Notary Public</b> My Commission Expires September 22, 2015	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Laurel Lefavor Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herlihy, Attorney On: <u>4 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 42% of program participants will exit the program to permanent housing.
  - 1.4.2. 65% of individuals complete treatment.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

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

*pk*  
5/29/13



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

NH General Funds:

SFY14 not to exceed \$53,486.00  
SFY15 not to exceed \$53,486.00

Federal Funds: Not Applicable

1. PROGRESS REPORTS:

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

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

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

3. LINE ITEM TRANSFERS:

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

*PC*  
Date 5/29/13



Exhibit B

State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	N/A	N/A
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$106,972.00</b>	<b>\$106,972.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	N/A	N/A
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$106,972.00</b>	<b>\$106,972.00</b>
<b>TOTAL GIA+Match</b>	<b>\$213,944.00</b>	



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:

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

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

3. Add the following to Paragraph 6.1:

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

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

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

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

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

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

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



Exhibit C

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



Exhibit C

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

*pk*

5/29/13



Exhibit C

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

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



Exhibit C

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



**Exhibit C**

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



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

Greater Washua Council From: 7/1/13 To: 1/30/15  
 (Contractor Name) (Period Covered by this Certification)  
 on Alcoholism Inc.

Peter Kelleher, President & CEO  
 (Name & Title of Authorized Contractor Representative)

  
 (Contractor Representative Signature) (Date) 5/29/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: through

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.

[Handwritten Signature]
(Contractor Representative Signature)

Peter Kelleher, President & CEO
(Authorized Contractor Representative Name & Title)

Greater Nashua Council on Alcoholism, Inc. 5/29/13
(Contractor Name) (Date)

## NH Department of Health and Human Services

### STANDARD EXHIBIT F

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

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

#### INSTRUCTIONS FOR CERTIFICATION

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

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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials: PK  
Date: 5/29/13

**LOWER TIER COVERED TRANSACTIONS**

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

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

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



(Contractor Representative Signature)

Peter Kellohan, President & CEO

(Authorized Contractor Representative Name & Title)

Greater Nashua Council on Alcoholism Inc. 5/29/13

(Contractor Name)

(Date)

Contractor Initials: PK

Date: 5/29/13

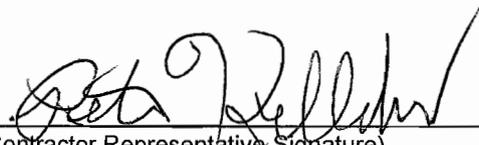
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

  
 \_\_\_\_\_  
 (Contractor Representative Signature)

Peter Kelleher, President & CEO  
 \_\_\_\_\_  
 (Authorized Contractor Representative Name & Title)

Greater Nashua Council on Alcoholism Inc. 5/29/13  
 \_\_\_\_\_  
 (Contractor Name) (Date)

NH Department of Health and Human Services

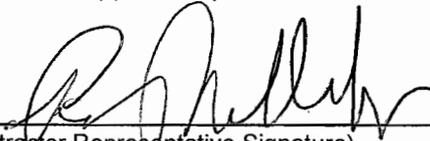
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
(Contractor Representative Signature)

Peter Kelleher, President & CEO  
(Authorized Contractor Representative Name & Title)

Greater Nashua Council on Alcoholism Inc. 5/29/13  
(Contractor Name) (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH - DHHS  
The State Agency Name

Greater Nashua Council on Alcoholism, Inc  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

MARY ANN COONEY  
Name of Authorized Representative

Peter Kelleher  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

President & CEO  
Title of Authorized Representative

06/05/13  
Date

5/29/13  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

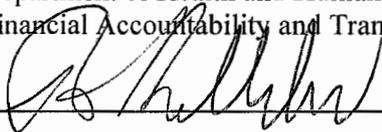
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Peter Kelleher, President & CEO

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Greater Nashua Council on Alcoholism, Inc.

5/29/13

(Contractor Name)

(Date)

Contractor initials: 

Date: 5/29/13

Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 602018787

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor initials: pk  
Date: 5/29/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

# CERTIFICATE OF VOTE

(Corporation without Seal)

1. Laurie Goguen, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Greater Nashua Council on Alcoholism  
(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 5/29/13:  
(Date)

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

State Grant In Aid Funds services.

**RESOLVED:** That the President & 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 29<sup>th</sup> day of May, 2013.  
(Date Contract Signed)

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

of the Corporation.

Laurie Goguen  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2013.

By Laurie Goguen.  
(Name of Clerk of the Corporation)

Laurel Lefavor  
(Notary Public/Justice of the Peace)

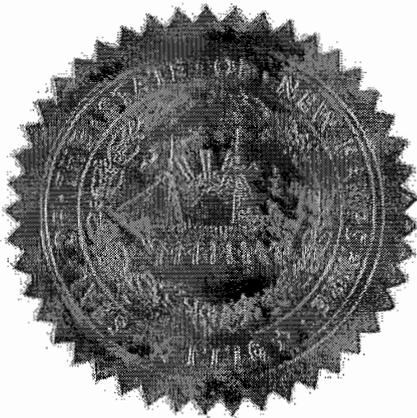
(NOTARY SEAL)

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

State of New Hampshire  
Department of State

CERTIFICATE

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



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

*William M. Gardner*

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/6/2013

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Tara Dean, CIC <b>PHONE (A/C, No. Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> tdean@crossagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Harbor Homes, Inc. Greater Nashua Council on Alcoholism dba 45 High Street Nashua NH 03060	<b>INSURER A:</b> Hanover Ins Group	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL134482775                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ZBV970714700	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
A	AUTOMOBILE LIABILITY		AHV970600300	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	UHV970913300	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000				\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
A	Professional		ZBV970714700 excl Harbor Homes Clinic	10/1/2012	10/1/2013	1,000,000 Ea Wrongful Act
						3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  Department of Health and Human Services Office of 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Tara Dean, CIC/TXD <i>Tara C. Dean</i>



## DESCRIPTIONS (Continued from Page 1)

Milford Regional Counseling Service, Inc.  
Greater Nashua Council on Alcoholism dba Keystone Hall  
Southern NH HIV/AIDS Task Force  
HH Ownership, Inc.

This Certificate covers all operations usual and customary to the insured's business.

**GREATER NASHUA  
COUNCIL ON ALCOHOLISM**

**Financial Statements**

**For the Year Ended June 30, 2012**

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

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# MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Greater Nashua Council on Alcoholism

We have audited the accompanying statement of financial position of Greater Nashua Council on Alcoholism (a nonprofit organization) as of June 30, 2012, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our 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 the *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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we also have issued our report dated January 8, 2013 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is

an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 16 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.

*Melanson, Heath + Company P.C.*

January 8, 2013

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2012

ASSETS

Current Assets:

Cash and cash equivalents	\$ 41,369
Accounts receivable, net of allowance	479,545
Promises to give	<u>25,000</u>
Total Current Assets	545,914

Property and Equipment, net of accumulated depreciation	6,384,870
Due from related organizations	405
Reserve for replacements	<u>25,108</u>
Total Assets	<u>\$ 6,956,297</u>

LIABILITIES AND NET ASSETS

Current Liabilities:

Accounts payable	\$ 51,477
Accrued expenses and other liabilities	123,010
Due to related organizations	204,406
Current portion of mortgages payable	<u>166,480</u>
Total Current Liabilities	545,373

Long Term Liabilities:

Due to related organizations	120,000
Mortgages payable, long-term	3,995,050
Mortgages payable, deferred	<u>1,885,000</u>
Total Long Term Liabilities	6,000,050

Total Liabilities	6,545,423
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Net Assets	<u>410,874</u>
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Total Liabilities and Net Assets	<u>\$ 6,956,297</u>
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See accompanying notes to the financial statements

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and Revenue:			
Client billings, net of allowances and write-offs	\$ 24,115	\$ -	\$ 24,115
Contracted services	20,207	-	20,207
Donations	126,275	-	126,275
Federal grants	856,747	-	856,747
Special events revenue	11,951	-	11,951
Interest income	61	-	61
Inkind donations	19,800	-	19,800
Other grants	22,755	-	22,755
Other income	5,096	-	5,096
State and local grants	23,960	-	23,960
State of New Hampshire - OADAT	575,825	-	575,825
State of New Hampshire - PPWI	392,428	-	392,428
State of New Hampshire - PRL	787,876	-	787,876
Net assets released from restriction	<u>2,000</u>	<u>(2,000)</u>	<u>-</u>
 Total Support and Revenue	 2,869,096	 (2,000)	 2,867,096
Expenses:			
Program services	2,553,166	-	2,553,166
General and administrative	194,566	-	194,566
Fundraising	<u>97,271</u>	<u>-</u>	<u>97,271</u>
 Total Expenses	 <u>2,845,003</u>	 <u>-</u>	 <u>2,845,003</u>
 Change in Net Assets	 24,093	 (2,000)	 22,093
Net Assets, Beginning of Year	<u>386,781</u>	<u>2,000</u>	<u>388,781</u>
Net Assets, End of Year	<u>\$ 410,874</u>	<u>\$ -</u>	<u>\$ 410,874</u>

See accompanying notes to the financial statements

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2012

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Advertising	\$ 2,540	\$ -	\$ 256	\$ 2,796
Audit fees	-	4,970	-	4,970
Building capital campaign	-	-	65,039	65,039
Client services	52,264	2,827	-	55,091
Contract services	584,239	26,773	-	611,012
Depreciation	45,968	11,444	-	57,412
Employee benefits	218,606	15,828	489	234,923
Equipment maintenance and rental	11,161	-	-	11,161
Food	79,127	-	-	79,127
Fundraising	-	-	10,513	10,513
Insurance	16,125	-	-	16,125
Legal fees	203	540	-	743
Membership dues	1,463	304	-	1,767
Miscellaneous	1,242	7,938	-	9,180
Office supplies	13,530	3,974	2,633	20,137
Operating and □ maintenance	99,575	27,433	90	127,098
Operational supplies	20,661	-	-	20,661
Payroll taxes	83,264	7,427	-	90,691
Postage	1,293	74	9	1,376
Professional fees	690	-	-	690
Property taxes	-	10,054	-	10,054
Rent expense	96,609	12,300	-	108,909
Salary and wages	1,096,631	38,617	17,184	1,152,432
Staff development	18,218	19,600	-	37,818
Telephone	5,340	2,279	923	8,542
Travel	18,360	43	135	18,538
Utilities	68,293	1,294	-	69,587
Vehicle expenses	17,764	847	-	18,611
	<u>\$ 2,553,166</u>	<u>\$ 194,566</u>	<u>\$ 97,271</u>	<u>\$ 2,845,003</u>

See accompanying notes to the financial statements

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2012

Cash Flows From Operating Activities:	
Change in net assets	\$ 22,093
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	57,412
(Increase) Decrease In:	
Accounts receivable	(174,610)
Promises to give	27,000
Other current assets	69,939
Increase (Decrease) In:	
Accounts payable	2,404
Accrued expenses and other liabilities	<u>5,527</u>
Net Cash Provided By Operating Activities	9,765
Cash Flow From Investing Activities:	
Purchase of fixed assets	(10,000)
Increase in reserve for replacements	<u>(24,690)</u>
Net Cash Used By Investing Activities	(34,690)
Cash Flows From Financing Activities:	
Decrease in due to related organizations	(14,612)
Proceeds from long term borrowings	374,599
Principal payments on long term debt	<u>(473,470)</u>
Net Cash Used By Financing Activities	<u>(113,483)</u>
Net Decrease	(138,408)
Cash and Cash Equivalents, Beginning of Year	<u>179,777</u>
Cash and Cash Equivalents, End of Year	<u>\$ 41,369</u>
Supplemental disclosures of cash flow information:	
Non-cash financing activities	<u>\$ 2,723,042</u>

See accompanying notes to the financial statements

# GREATER NASHUA COUNCIL ON ALCOHOLISM

## Notes to the Financial Statements

### 1. **Organization:**

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

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

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

#### Accounting for Contributions and Financial Statement Presentation

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

#### Basis of Accounting

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

### Restricted and Unrestricted Revenue

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

### Cash and Cash Equivalents

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

### Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2012, management has taken into account a variety of factors.

### Property, Equipment and Depreciation

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

### Functional Expenses

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

### Donated Services

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

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

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

#### Use of Estimates

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

#### Tax Status

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

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

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) for fiscal years 2009, 2010, and 2011 are subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2012, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

#### Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2012 through January 8, 2013, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that

there were no material events that would require disclosure in the Organization's financial statements through this date.

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

The carrying amount of the Organization's deposits with financial institutions was \$ 66,477 at June 30, 2012. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2012. The bank balance is categorized as follows:

Insured by FDIC	\$ <u>113,934</u>
Total Bank Balance	\$ <u><u>113,934</u></u>

**4. Accounts Receivable:**

Accounts receivable at June 30, 2012 consist mainly of amounts due from clients for services and miscellaneous charges.

**5. Promises to Give:**

Promises to give at June 30, 2012 consist of a donation for the acquisition and renovation of a new facility.

**6. Property, Equipment and Depreciation:**

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

Land	\$ 742,500
Building	5,646,560
Furniture and fixtures	32,011
Equipment	13,776
Vehicles	<u>22,297</u>
Subtotal	6,457,144
Less: accumulated depreciation	<u>(72,274)</u>
Total	\$ <u><u>6,384,870</u></u>

Depreciation expense for the year ended June 30, 2012 totaled \$ 57,412.

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

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

**7. Reserve for Replacements:**

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

**8. Accrued Expenses and Other Liabilities:**

Accrued expenses and other liabilities consist of the following:

Accrued payroll and related liabilities	\$ 75,798
Accrued vacation	8,950
Accrued interest	16,529
Other accruals	<u>21,733</u>
Total	<u>\$ 123,010</u>

**9. Due to/from Related Organizations:**

"Due to related organizations" and "Due from related organizations" represents short-term assets and liabilities, respectively, due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2012 are as follows:

	<u>Due from</u>	<u>Due to</u>
Current:		
Harbor Homes, Inc.	\$ -	\$ 98,587
Healthy at Home, Inc.	-	91,275
Southern New Hampshire HIV/AIDS Task Force	-	<u>14,544</u>
Total	<u>\$ -</u>	<u>\$ 204,406</u>
Non-current:		
Harbor Homes, Inc.	\$ -	\$ 120,000
Milford Regional Counseling Services	405	-
Welcoming Light, Inc.	-	-
Total	<u>\$ 405</u>	<u>\$ 120,000</u>

**10. Mortgages Payable:**

Long-term debt as of June 30, 2012 consisted of the following:

A mortgage payable to a local bank, due in monthly installments of \$ 10,133, including principal and interest at 5.00% for the first three years, adjusting on each three year anniversary date based on the prevailing three year Federal Home Loan Bank Amortizing Advance Rate plus three and one-quarter percent, maturing in 2042, secured by real property.	\$ 1,881,846
A mortgage payable to New Hampshire Community Loan Fund, Inc., due in monthly installments of \$ 13,840, including principal and interest at 8.00%, maturing in 2032, secured by real property.	1,879,684
A mortgage payable to NCB Capital Impact, due in 60 monthly consecutive installments of accrued and unpaid interest at 5.25%, requiring a principal reduction of \$ 100,000 per annum, maturing in 2015, secured by real property.	<u>400,000</u>
Total	4,161,530
Less amount due within one year	<u>(166,480)</u>
Long term debt, net of current portion	<u>\$ 3,995,050</u>

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

<u>Year</u>	<u>Amount</u>
2013	\$ 166,480
2014	171,100
2015	176,058
2016	181,379
2017	87,091
Thereafter	<u>3,379,422</u>
Total	<u>\$ 4,161,530</u>

**11. Mortgages Payable, Deferred:**

The Organization has received special financing to partially fund their new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. The balance of these notes at June 30, 2012 was \$ 1,885,000.

**12. Net Assets Released from Restriction:**

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

**13. Transactions with Related Parties:**

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

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

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

**14. Retirement Plan:**

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2012 were \$ 26,811.

**15. Operating Leases:**

During fiscal year 2012, the Organization leased office space and rented additional facilities on a month to month basis. Rent expense under these agreements totaled approximately \$ 107,000 for the year ended June 30, 2012.

The Organization also leases office equipment under non-cancellable lease agreements that are scheduled to expire at various times through 2015. Equipment rental expense totaled \$ 9,700 for the year ended June 30, 2012.

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

<u>Year</u>	<u>Amount</u>
2013	\$ 9,500
2014	9,276
2015	<u>9,276</u>
Total	<u>\$ 28,052</u>

**16. Concentration of Risk:**

A material part of the Organization's revenue is dependent upon support from two grants which are passed through the State of New Hampshire Department of Health and Human Services and one grant from the Department of Justice, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2012 PRL accounted for 27%, OADAT accounted for 20%, and ORSI accounted for 22% of total revenues.

**17. Fair Value Measurements:**

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

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

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs

are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

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

	<u>Carrying</u> <u>Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Mortgages payable	\$ 4,161,530	\$ 4,161,530	\$ -	\$ 4,161,530	\$ -
Mortgages payable, deferred	<u>1,885,000</u>	<u>1,885,000</u>	<u>-</u>	<u>1,885,000</u>	<u>-</u>
Total liabilities	<u>\$ 6,046,530</u>	<u>\$ 6,046,530</u>	<u>\$ -</u>	<u>\$ 6,046,530</u>	<u>\$ -</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2012

	ATR	CIS/ESM Residential	Contracted Services	Dept. of Justice	Federal	Goodwill	Program Services			PPWI	1B PRL	
							HUD	Intensive Outpatient	Outpatient			
Advertising	\$ -	\$ 158	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 168	\$ 338	\$ 200	\$ 514	
Client services	1,600	3,247	-	-	-	-	734	643	36,146	3,322	3,322	
Contract services	-	4,411	-	552,260	330	-	330	1,690	671	20,837	20,837	
Depreciation	1,408	15,082	1,864	1,704	-	-	2,884	2,864	12,124	3,224	3,224	
Employee benefits	111	57,815	1,236	28,298	1,039	369	9,631	4,389	12,716	49,347	35,581	
Equipment maintenance and rental	-	1,584	-	-	-	-	942	1,193	278	3,300	3,300	
Food	-	36,262	-	56	-	-	1,376	-	15,862	1,609	1,609	
Insurance	-	4,414	-	-	-	-	1,841	194	3,038	-	-	
Legal fees	-	42	-	-	-	-	81	-	40	-	-	
Membership dues	-	144	-	407	-	-	73	73	103	103	103	
Miscellaneous	-	-	-	-	-	-	43	980	49	49	49	
Office supplies	-	1,597	-	1,533	88	-	437	846	1,940	3,538	3,538	
Operating and maintenance	2,277	30,864	-	2,392	-	-	5,022	4,698	14,944	13,296	13,296	
Operational supplies	-	5,155	-	-	-	-	922	754	4,242	3,276	3,276	
Payroll taxes	298	19,613	864	10,662	28	993	1,780	3,156	17,847	15,027	15,027	
Postage	-	218	-	79	-	-	79	-	158	-	-	
Professional fees	-	-	-	-	-	-	-	-	690	-	-	
Rent expense	-	4,928	-	-	-	-	7,800	794	56,897	5,957	5,957	
Salary and wages	3,889	240,980	11,297	139,367	360	12,980	34,137	41,255	235,436	205,760	205,760	
Staff development	-	1,014	-	12,875	-	-	835	580	580	-	-	
Telephone	-	787	-	747	-	-	20	50	844	-	-	
Travel	85	1,449	20	10,834	-	1,368	339	345	1,260	5,219	5,219	
Utilities	573	17,916	-	870	-	-	13,495	3,409	5,715	-	-	
Vehicle expenses	-	4,192	-	-	-	-	437	-	8,395	-	-	
<b>Total expenses</b>	<b>\$ 10,241</b>	<b>\$ 451,892</b>	<b>\$ 15,281</b>	<b>\$ 762,109</b>	<b>\$ 1,845</b>	<b>\$ 15,710</b>	<b>\$ 71,629</b>	<b>\$ 70,662</b>	<b>\$ 85,525</b>	<b>\$ 466,806</b>	<b>\$ 322,892</b>	
											<b>\$ 161,805</b>	<b>\$ 2,553,166</b>

See Independent Auditors' Report.

**Greater Nashua Council on Alcoholism, Inc.**  
**May 29, 2013**

**SALARIES OF KEY ADMINISTRATIVE PERSONNEL**

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

Telephone: [REDACTED]

Fax: [REDACTED]

E-mail: [REDACTED]

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**PROFESSIONAL EXPERIENCE**

- 2006-Present President & CEO, Southern NH HIV Task Force**
- 2002-Present President & CEO, GNCA, Inc. Nashua, NH**
- 1997-Present President & CEO, Healthy At Home, Inc., Nashua, NH**
- 1995-Present President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**
- 1995-Present President & CEO, Welcoming Light, Inc., Nashua, NH**
- 1982-Present President & CEO, Harbor Homes, Inc., Nashua, NH**  
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006 Consultant**  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982 Real Estate Broker, LeVaux Realty, Cambridge, MA**  
Successful sales and property management specialist.
- 1979 - 1980 Clinical Coordinator, Task Oriented Communities, Waltham, MA**  
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979 Faculty, Middlesex Community College, Bedford, MA**  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979 Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976 Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976 Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.



**EDUCATIONAL EXPERIENCE**

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

**LICENSES AND CERTIFICATIONS**

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

**PLACEMENTS**

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

**FIELD SUPERVISION**

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

**AWARDS**

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

**MEMBERSHIPS**

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

**Objective**

To locate a position where I can utilize my skills and experience to develop programs and services for the economically disadvantaged.

**Education**

**Undergraduate Degree:** Springfield College, BA Major: Human Services  
**Graduate Degree:** University of New Hampshire, MSW Major: Social Work  
**Currently working towards LICSW**

**Licensed Alcohol Drug Counselor (LADC)**

State of New Hampshire

**Summary of Qualifications**

Areas of Experience:

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

Skill Sets:

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

**Professional experience**

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

In this position, my responsibilities include:

- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.
- Maintain personnel records.
- Grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Perform staff job performance evaluations.
- Build and maintain effective relationships with government agencies, service providers, community partners, volunteers, and philanthropic organizations.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

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

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

In this position, my responsibilities included:

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships, and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy. Currently working on Trauma Training for the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.

Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

**Languages Spoken**

Spanish (Verbal and Written)

**Community activities**

- ✦ Manchester Cultural Diversity Task Force
- ✦ Latinos Unidos of NH Advisory Board

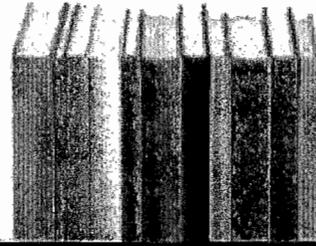
2004-2008

2005-current



# Web-Library

*An Internal Employee Resource Center*



Home

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Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

## **Mission Statement**

**To empower the chemically dependent person to  
Take responsibility toward recovery through  
Professional counseling in a caring environment**

## **Overview**

- **Greater Nashua area's only non-medical substance abuse detoxification/assessment center**
- **Uniquely geared to address needs for the homeless, uninsured and underinsured population**
- **Established in 1990 to serve both male and female clients**

[Back to Mission Statement and Overviews](#)

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

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

David Aponovich - (12/12)

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

Robert Kelliher - (12/13)

(Chair, Facilities Committee)  
(Organization Committee)  
(Resource/Development/  
Planning Committee)

Thomas I. Arnold, III - (12/12)

**Vice Chair of the Board**  
(Executive Committee)

Captain James Lima - (12/14)  
Nashua Police Department

(Organization Committee)

Vincent Chamberlain - (12/14)

(Chair, Resource/Development/  
Planning Committee)

Sean McGuinness - (12/12)

(Executive Committee)

Pastor Geoff DeFranca - (12-14)  
Community Chapel

(Resource/Development/  
Planning Committee)

David Ross - (12/14)  
St. Joseph Hospital

(Executive Committee)

Robert Fischer - (12/13)

**Chair of the Board**  
Resource/Development/  
Planning Committee

Dan Sallet - (12-13)

(Finance Committee)

Laurie Goguen - (12/13)

**Secretary**  
(Organization Committee)

Dean Shalhoup - (12/12)

(Resource/Development/  
Planning Committee)

Alphonse Haettenschwiller - (12/14)

(Finance Committee)

Trent Smith  
Trent Smith - (12/13)

(Chair, Organization Committee)

Subject: State Grant-In-Aid Funds Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Marguerite's Place		<b>1.4 Contractor Address</b> 87 Palm Street Nashua, NH 03060	
<b>1.5 Contractor Phone Number</b> (603) 598-1582	<b>1.6 Account Number</b> 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 77,866.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> <i>Barbara A. Alves</i>		<b>1.12 Name and Title of Contractor Signatory</b> <i>Barbara A. ALVES, EXECUTIVE DIRECTOR</i>	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>5/30/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <i>[Signature]</i>		<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <i>ANDREW A. PROLMAN</i>	
<b>1.14 State Agency Signature</b> <i>Mary Ann Cooney</i>		<b>1.15 Name and Title of State Agency Signatory</b> <i>MARY ANN COONEY</i> <i>Associate Commissioner</i>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <i>John P. Herick, Attorney</i> On: <i>4 Jun. 2013</i>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials:   
Date: 5/30/13





Exhibit A

SCOPE OF SERVICES

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
  - 1.4.1. 80% of program participants will exit the program to permanent housing.
  - 1.4.2. The average length of stay in this program will be reduced by 3%.
- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

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



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

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

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

**NH General Funds:**

SFY14 not to exceed \$38,933.00  
SFY15 not to exceed \$38,933.00

Federal Funds: Not Applicable

**1. PROGRESS REPORTS:**

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

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

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

**3. LINE ITEM TRANSFERS:**

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

*RK*  
5/30/13

New Hampshire Department of Health and Human Services  
 State Grant In Aid Program



Exhibit B

State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
<b>Prevention/Intervention</b>	N/A	N/A
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
<b>Essential Services</b>	<b>\$39,452.00</b>	<b>\$39,452.00</b>
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
<b>Operations</b>	<b>\$38,414.00</b>	<b>\$38,414.00</b>
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
<b>TOTALS</b>	<b>\$77,866.00</b>	<b>\$77,866.00</b>
<b>TOTAL GIA+Match</b>	<b>\$155,732.00</b>	

*RS*  
 5/30/13



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:

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

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

3. Add the following to Paragraph 6.1:

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

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

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

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

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

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

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

*[Signature]*  
Date 5/20/13



Exhibit C

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



Exhibit C

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

*AB*  
5/30/13



Exhibit C

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

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

*[Handwritten Signature]*  
5/30/13



Exhibit C

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

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5/30/13

**New Hampshire Department of Health and Human Services  
State Grant In Aid and Supportive Housing Program**



**Exhibit C**

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

*[Handwritten Signature]*  
5/30/13



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

*[Handwritten Signature]*  
Date 5/30/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

MARGUERITE'S PLACE INC. From: 7/1/2014 To: 6/30/2015  
 (Contractor Name) (Period Covered by this Certification)

Barbara A. ALVES, EXECUTIVE DIRECTOR  
 (Name & Title of Authorized Contractor Representative)

Barbara A. Alves May 30, 2013  
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 7/1/10 through 6/30/15

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

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

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

Barbara A. Alves  
(Contractor Representative Signature)

Barbara A. ALVES, EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

MARGUERITE'S PLACE, INC  
(Contractor Name)

MAY 30, 2013  
(Date)

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: AB

Date: 5/30/13

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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials: AS  
Date: 5/30/13

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

Barbara A. Alwes  
(Contractor Representative Signature)

Barbara A. Alwes EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

MARGUERITE'S PLACE, INC.  
(Contractor Name)

MAY 30, 2013  
(Date)

Contractor Initials: BA  
Date: 5/30/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Barbara A. Alves  
(Contractor Representative Signature)

Barbara A. ALVES, EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

MARGUERITE'S PLACE, INC.  
(Contractor Name)

May 30, 2013  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Barbara A. Alves  
(Contractor Representative Signature)

Barbara A. ALVES, EXECUTIVE DIRECTOR  
(Authorized Contractor Representative Name & Title)

MARCOVERITE'S PLACE, INC.  
(Contractor Name)

May 30, 2013  
(Date)

NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

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





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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NA DHAS - Office of Human Services  
The State Agency Name

MARGUERITE'S PLACE, INC  
Name of the Contractor

Mary Ann Cooney  
Signature of Authorized Representative

Barbara A. Alves  
Signature of Authorized Representative

MARY Ann Cooney  
Name of Authorized Representative

Barbara A. ALVES  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

06/05/13  
Date

MAY 30, 2013  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Barbara A. Alves EXECUTIVE DIRECTOR

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Barbara A. ALVES MAY 30, 2013

(Contractor Name)

(Date)

Contractor initials: BA  
Date: 5/30/13  
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

861103687

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: Barbara A. AWES, EXECUTIVE DIRECTOR Amount: 64,986.00

Name: CELESTE HORAN, CHILD CARE DIRECTOR Amount: 43,000

Name: LIANNE BOWER, DIRECTOR OF OPERATIONS Amount: 43,000

\*Name: DIRECTOR OF DEVELOPMENT & PUBLIC RELATION Amount: 40,000 - \* TO BE HIRED

Name: KYE SIMS, CASE MANAGER Amount: 29,120

Contractor initials: AB  
Date: 5/30/13  
Page # 2 of Page # 2

I, Lawrence Hersh, do hereby certify that:

1. I am the duly elected Clerk of Marguerite's Place, Inc. (hereinafter the "Corporation")
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on May 15, 2013.

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

RESOLVED: That Executive Director Barbara A. Alves hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 30, 2013. Barbara A. Alves is the duly elected Executive Director of the Corporation.

  
Signature of the Board Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30<sup>th</sup> Day of May, 2013 by Lawrence Hersh, Secretary.

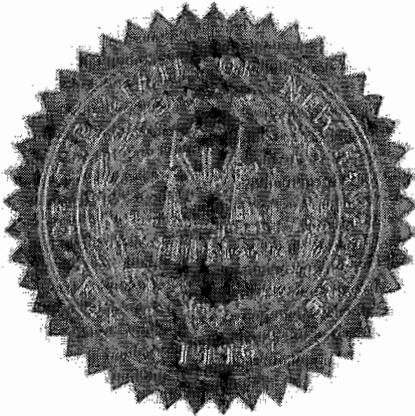
  
Name: \_\_\_\_\_  
Title: Notary Public/Justice of the Peace  
Commission Expires: \_\_\_\_\_



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 MARGUERITE'S PLACE, INC. is a New Hampshire nonprofit corporation formed July 21, 1993. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State



**MARGUERITE'S PLACE, INC.**

**Financial Statements**

**For The Years Ended December 31, 2011 and 2010**

# Seelye & Schulz

P.A., Certified Public Accountants

## Independent Auditors' Report

To The Board of Directors  
Marguerite's Place, Inc.  
Nashua, New Hampshire

We have audited the accompanying statements of financial position of Marguerite's Place, Inc. as of December 31, 2011 and 2010, the related statements of activities, statements of cash flows and statements of functional expenses for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Marguerite's Place, Inc. as of December 31, 2011 and 2010, and the change in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

July 17, 2012

*Seelye & Schulz PA-CPA*

**MARGUERITE'S PLACE, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
December 31, 2011 and 2010

	2011	2010
<b>ASSETS</b>		
<u>CURRENT ASSETS</u>		
Cash	\$ 296,315	\$ 316,649
Cash escrow	33,297	33,251
Investments	1,211,361	1,166,376
Accounts receivable, net of allowance of \$2,500 for 2011 and 2010	21,270	13,397
Promises to give, net of allowance of \$0 for 2011 and \$6,000 for 2010	30,488	21,929
Note receivable	73,054	-
Interest receivable	12,409	-
Other receivables	7,019	-
Prepaid expenses	26,542	26,451
	<u>1,711,755</u>	<u>1,578,053</u>
<u>PROPERTY &amp; EQUIPMENT</u>		
Land, building and improvements	970,226	967,326
Equipment	42,064	42,064
Furniture and fixtures	28,336	26,523
	<u>1,040,626</u>	<u>1,035,913</u>
Less accumulated depreciation	(416,248)	(382,035)
	<u>624,378</u>	<u>653,878</u>
<u>OTHER ASSETS</u>		
Note receivable	-	73,054
Interest receivable, net of current portion	-	9,121
Loan receivable	60,666	77,333
	<u>60,666</u>	<u>159,508</u>
	<u>\$ 2,396,799</u>	<u>\$ 2,391,439</u>
<b>LIABILITIES AND NET ASSETS</b>		
<u>CURRENT LIABILITIES</u>		
Loan payable	\$ 80,000	\$ 80,000
Accrued expenses	22,862	16,605
Security deposits	3,680	3,680
	<u>106,542</u>	<u>100,285</u>
<u>LONG-TERM DEBT</u>	<u>333,520</u>	<u>333,520</u>
<u>NET ASSETS</u>		
Unrestricted	1,845,749	1,855,205
Temporarily restricted	30,488	21,929
Permanently restricted	80,500	80,500
	<u>1,956,737</u>	<u>1,957,634</u>
	<u>\$ 2,396,799</u>	<u>\$ 2,391,439</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**MARGUERITE'S PLACE, INC.**  
**STATEMENTS OF ACTIVITIES**  
For The Years Ended December 31, 2011 and 2010

	2011			2010				
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>PUBLIC SUPPORT</b>								
Federal Department of Housing and Urban Development	\$ 58,480	-	-	\$ 58,480	\$ 117,467	-	-	\$ 117,467
Department of Health and Human Services - State of New Hampshire	161,628	-	-	161,628	118,502	-	-	118,502
City of Nashua	9,500	9,500	-	19,000	9,060	9,060	-	18,120
United Way	21,190	12,096	-	33,286	30,821	7,604	-	38,425
Contributions	218,635	8,892	-	227,527	170,851	5,265	-	176,116
Bad debt recovery (losses)	-	6,000	-	6,000	-	(6,000)	-	(6,000)
In-kind contribution - interest	33,352	-	-	33,352	33,352	-	-	33,352
Other income	-	-	-	-	6,000	-	-	6,000
Special events	87,754	-	-	87,754	90,590	-	-	90,590
<b>Total Public Support</b>	<u>590,539</u>	<u>36,488</u>	<u>-</u>	<u>627,027</u>	<u>576,643</u>	<u>15,929</u>	<u>-</u>	<u>592,572</u>
<b>REVENUES</b>								
Client fees	99,995	-	-	99,995	88,000	-	-	88,000
Investment income	49,533	-	-	49,533	154,649	-	-	154,649
<b>Total Revenues</b>	<u>149,528</u>	<u>-</u>	<u>-</u>	<u>149,528</u>	<u>242,649</u>	<u>-</u>	<u>-</u>	<u>242,649</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>740,067</u>	<u>36,488</u>	<u>-</u>	<u>776,555</u>	<u>819,292</u>	<u>15,929</u>	<u>-</u>	<u>835,221</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>								
Satisfaction of time restriction	27,929	(27,929)	-	-	36,614	(36,614)	-	-
<b>EXPENSES</b>	<u>767,996</u>	<u>8,559</u>	<u>-</u>	<u>776,555</u>	<u>855,906</u>	<u>(20,685)</u>	<u>-</u>	<u>835,221</u>
Supportive services	269,729	-	-	269,729	280,081	-	-	280,081
Childcare	321,800	-	-	321,800	300,029	-	-	300,029
Administrative	114,701	-	-	114,701	122,593	-	-	122,593
Fundraising	71,222	-	-	71,222	80,928	-	-	80,928
<b>Change in net assets</b>	<u>777,452</u>	<u>-</u>	<u>-</u>	<u>777,452</u>	<u>783,631</u>	<u>-</u>	<u>-</u>	<u>783,631</u>
	(9,456)	8,559	-	(897)	72,275	(20,685)	-	51,590
<b>NET ASSETS, Beginning of Year</b>	<u>1,855,205</u>	<u>21,929</u>	<u>80,500</u>	<u>1,957,634</u>	<u>1,782,930</u>	<u>42,614</u>	<u>80,500</u>	<u>1,906,044</u>
<b>NET ASSETS, End of Year</b>	<u>\$ 1,845,749</u>	<u>\$ 30,488</u>	<u>\$ 80,500</u>	<u>\$ 1,956,737</u>	<u>\$ 1,855,205</u>	<u>\$ 21,929</u>	<u>\$ 80,500</u>	<u>\$ 1,957,634</u>

**MARGUERITE'S PLACE, INC.**  
**STATEMENTS OF CASH FLOWS**  
For The Years Ended December 31, 2011 and 2010

	2011	2010
<b>Cash flows provided by (used in) operating activities</b>		
Cash received from public support and revenues	\$ 670,219	\$ 663,079
Cash paid to suppliers and employees	(703,719)	(718,601)
Interest and dividend income received	<u>30,108</u>	<u>41,813</u>
Net cash used in operating activities	<u>(3,392)</u>	<u>(13,709)</u>
<b>Cash flows provided by (used in) investing activities</b>		
Capital expenditures	(4,715)	(28,505)
Purchase of securities	(1,395,574)	(1,290,994)
Sale of securities	1,366,726	1,287,311
Increase in security deposits	-	260
Increase in cash escrow	<u>(46)</u>	<u>(107)</u>
Net cash used in investing activities	<u>(33,609)</u>	<u>(32,035)</u>
<b>Cash flows provided by (used in) financing activities</b>		
Repayment of note receivable	<u>16,667</u>	<u>16,667</u>
Net cash provided by financing activities	<u>16,667</u>	<u>16,667</u>
Net decrease in cash	(20,334)	(29,077)
Cash, Beginning of Year	<u>316,649</u>	<u>345,726</u>
Cash, End of Year	<u>\$ 296,315</u>	<u>\$ 316,649</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**MARGUERITE'S PLACE, INC.**  
**STATEMENTS OF CASH FLOWS**  
For The Years Ended December 31, 2011 and 2010

	<u>2011</u>	<u>2010</u>
<b>RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>		
Change in net assets	\$ (897)	\$ 51,590
Adjustments:		
Depreciation	34,215	37,383
Unrealized (gains) losses on investments	68,717	47,685
Realized (gains) losses on investments	(84,854)	(157,361)
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(7,873)	(10,826)
(Increase) decrease in promises to give	(8,559)	20,685
(Increase) decrease in other receivables	(7,019)	-
(Increase) decrease in prepaid expenses	(91)	(11,107)
(Increase) decrease in interest receivable	(3,288)	(3,160)
Increase (decrease) in accrued expenses	<u>6,257</u>	<u>11,402</u>
Net cash used in operating activities	<u>\$ (3,392)</u>	<u>\$ (13,709)</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**MARGUERITE'S PLACE, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended December 31, 2011

	Supportive Services	Childcare	Total Program	Administrative	Fundraising	Total Expenses
Salaries	\$ 150,959	\$ 199,648	\$ 350,607	\$ 62,002	\$ 42,034	\$ 454,643
Fringe benefits	22,352	33,083	55,435	2,400	-	57,835
Payroll taxes	14,147	18,803	32,950	8,532	3,363	44,845
Telephone	1,856	1,623	3,479	1,586	176	5,241
Postage	886	767	1,653	1,057	118	2,828
Dues/subscriptions	100	100	200	1,869	208	2,277
Printing/office supplies	1,383	1,370	2,753	1,350	171	4,274
Staff travel	1,023	33	1,056	962	107	2,125
Staff development	146	694	840	210	-	1,050
Repairs/maintenance	7,742	3,493	11,235	561	-	11,796
Water/sewer	2,935	1,158	4,093	659	-	4,752
Utilities	2,793	3,995	6,788	1,207	-	7,995
Insurance	8,266	9,629	17,895	945	-	18,840
Office expense	80	-	80	-	-	80
Exterminator	241	181	422	181	-	603
Household supplies	632	1,676	2,308	67	-	2,375
Dietary costs	270	8,953	9,223	-	-	9,223
Contractual costs	2,702	11,095	13,797	4,660	7,200	25,657
Public relations	-	55	55	639	-	694
Professional fees	356	100	456	8,289	-	8,745
Resident's needs/activities	1,792	439	2,231	-	-	2,231
Real estate taxes	4,592	984	5,576	984	-	6,560
Miscellaneous	1,065	1,395	2,460	1,446	-	3,906
Bad debts	-	3,173	3,173	-	-	3,173
Special events costs	-	-	-	-	17,845	17,845
Investment fees	-	-	-	10,292	-	10,292
<b>Total expenses before depreciation</b>	<b>226,318</b>	<b>302,447</b>	<b>528,765</b>	<b>109,898</b>	<b>71,222</b>	<b>709,885</b>
and mortgage interest						
Depreciation	14,683	16,003	30,686	3,529	-	34,215
In-kind interest expense	28,728	3,350	32,078	1,274	-	33,352
<b>Total expenses</b>	<b>\$ 269,729</b>	<b>\$ 321,800</b>	<b>\$ 591,529</b>	<b>\$ 114,701</b>	<b>\$ 71,222</b>	<b>\$ 777,452</b>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**MARGUERITE'S PLACE, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended December 31, 2010

	Supportive		Total			Fundraising	Total Expenses
	Services	Childcare	Program	Administrative	Expenses		
Salaries	\$ 159,120	\$ 183,413	\$ 342,533	\$ 62,646	\$ 41,955	\$ 447,134	
Fringe benefits	25,021	32,604	57,625	4,489	-	62,114	
Payroll taxes	14,083	16,180	30,263	8,711	3,209	42,183	
Telephone	1,930	1,772	3,702	1,594	177	5,473	
Postage	746	616	1,362	997	111	2,470	
Dues/subscriptions	268	193	461	1,089	121	1,671	
Printing/office supplies	1,300	1,251	2,551	1,157	128	3,836	
Staff travel	1,141	-	1,141	489	54	1,684	
Staff development	355	953	1,308	90	-	1,398	
Repairs/maintenance	3,950	3,311	7,261	1,869	-	9,130	
Water/sewer	2,720	1,069	3,789	773	-	4,562	
Utilities	2,534	3,444	5,978	1,229	-	7,207	
Insurance	7,772	8,689	16,461	6,966	-	23,427	
Office expense	322	2,995	3,317	501	-	3,818	
Exterminator	317	182	499	181	-	680	
Household supplies	716	1,561	2,277	47	-	2,324	
Dietary costs	586	7,971	8,557	1,106	-	9,663	
Contractual costs	3,743	10,276	14,019	4,631	19,200	37,850	
Public relations	-	70	70	534	-	604	
Professional fees	75	27	102	6,525	-	6,627	
Resident's needs/activities	940	158	1,098	2	-	1,100	
Real estate taxes	4,467	957	5,424	957	-	6,381	
Miscellaneous	1,815	1,220	3,035	716	-	3,751	
Bad debt	-	2,500	2,500	-	-	2,500	
Special events costs	-	-	-	-	15,973	15,973	
Investment fees	-	-	-	9,336	-	9,336	
<b>Total expenses before depreciation and mortgage interest</b>	<b>233,921</b>	<b>281,412</b>	<b>515,333</b>	<b>116,635</b>	<b>80,928</b>	<b>712,896</b>	
Depreciation	17,432	15,267	32,699	4,684	-	37,383	
In-kind interest expense	28,728	3,350	32,078	1,274	-	33,352	
<b>Total expenses</b>	<b>\$ 280,081</b>	<b>\$ 300,029</b>	<b>\$ 580,110</b>	<b>\$ 122,593</b>	<b>\$ 80,928</b>	<b>\$ 783,631</b>	

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**MARGUERITE'S PLACE, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended December 31, 2011 and 2010

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Marguerite's Place, Inc. is a not-for-profit organization. It provides supportive services, which include transitional housing, aftercare and daycare for women and their children who are in crisis.

Basis of Presentation

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. Net assets and 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 - 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 restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

**MARGUERITE'S PLACE, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended December 31, 2011 and 2010

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

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.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts and uncollectible promises to give. Management has determined reserves are required based on historical experience and an evaluation of the current status of the accounts. The reserve for accounts receivable was \$2,500 for December 31, 2011 and 2010. The reserve for promises to give was \$0 and \$6,000 for December 31, 2011 and 2010 respectively.

Property, Equipment and Depreciation

Property and equipment are recorded at cost (or fair market value if donated) and are depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building and improvements	10-39 years
Equipment	3-5 years
Furniture and fixtures	7 years

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Organization's income tax filings are subject to audit by various taxing authorities. The Organization's open audit periods are 2008 through 2011. The Organization 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 Organization's policy to expense when paid any interest and penalties associated with its income tax obligations.

Statement of Cash Flow

The Agency considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

**MARGUERITE'S PLACE, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended December 31, 2011 and 2010

NOTE A. 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 reporting period. Actual results could differ from those estimates.

Investments

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. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

NOTE B. CASH ESCROW

Funds are being held by the City of Nashua that also holds mortgages on the property. The funds are to be used for capital and operating expenses with the city's approval.

NOTE C. INVESTMENTS

Investments are stated at fair market value and consist of various mutual fund shares as follows:

	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Appreciation</u>
December 31, 2011			
Mutual funds shares	<u>\$ 1,259,197</u>	<u>\$ 1,211,361</u>	<u>\$ (47,836)</u>
December 31, 2010			
Mutual funds shares	<u>\$ 1,145,495</u>	<u>\$ 1,166,376</u>	<u>\$ 20,881</u>

**MARGUERITE'S PLACE, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended December 31, 2011 and 2010

**NOTE C. INVESTMENTS (Continued)**

The following schedule summarizes the investment return for the year:

	<u>2011</u>	<u>2010</u>
Interest and dividend income	\$ 33,396	\$ 44,973
Realized gains (losses)	84,854	157,361
Unrealized gains (losses)	<u>(68,717)</u>	<u>(47,685)</u>
	<u>\$ 49,533</u>	<u>\$154,649</u>

**NOTE D. UNCONDITIONAL PROMISES TO GIVE**

Unconditional promises to give consist of the following:

	<u>2011</u>	<u>2010</u>
United Way	\$ 12,096	\$ 7,604
City of Nashua	9,500	9,060
Other	<u>8,892</u>	<u>11,265</u>
	30,488	27,929
Allowance	<u>-</u>	<u>(6,000)</u>
	<u>\$ 30,488</u>	<u>\$ 21,929</u>

**NOTE E. NOTE RECEIVABLE**

The Organization has loaned \$73,054 to the New Hampshire Community Loan Fund. The loan is due January 2012. Interest is accrues annually at 4%. The loan is unsecured.

**NOTE F. MORTGAGE RECEIVABLE**

The Organization loaned a non-profit agency (MP Housing, Inc.) funds so it could purchase residential housing. The mortgage is due December 15, 2015. Interest only is due semi-annually at 5% starting January 2001. The mortgage is secured by a lien on the real estate owned by the agency. Interest amounts due were \$3,867 and \$5,533 for December 31, 2011 and 2010 respectively. In 2011 and 2010, principal and interest amounts were paid by MP Housing.

Marguerite's Place, Inc. and MP Housing, Inc. have the same board of directors.

**NOTE G. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted assets result from funding, which has either a time or usage restrictions placed on it by the funding source. The balance consists of the following amounts allocated to the following year:

**MARGUERITE'S PLACE, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Years Ended December 31, 2011 and 2010

NOTE G. TEMPORARILY RESTRICTED NET ASSETS (Continued)

	2011	2010
United Way	\$ 12,096	\$ 7,604
City of Nashua	9,500	9,060
Other	8,892	5,265
	\$ 30,488	\$ 21,929

NOTE H. PERMANENTLY RESTRICTED NET ASSET

Permanently restricted net assets at December 31, 2011, and 2010 consist of an endowment fund established in 1999. Contributions to the endowment fund are subject to donor restrictions that stipulate the original principal of the gift is to be held and invested by the Organization indefinitely and income from the fund is to be expended for programs. Income from the fund is classified as unrestricted and used for current year expenditures.

The Organization has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets the original value of gifts donated to the permanent endowment.

The Organization has adopted investment policies designed to provide capital growth in order to sufficiently meet future operational needs. Investment policies are to provide for diversification, and stipulate an asset mix between equities, fixed income securities, and cash in order to meet the desired goal of capital growth with a moderate to aggressive risk level. The funds are invested in publically traded mutual funds.

NOTE I. LOAN PAYABLE

During 2008, the Organization received a loan from MP Housing, Inc. The note is unsecured and non-interest-bearing, and is due on demand.

NOTE J. LONG-TERM DEBT

Long-term debt consists of the following:

	2011	2010
Notes payable, City of Nashua, secured by real estate. No principal or interest is due until real estate is sold or certain occupancy levels are not met. When either occurs, payment is due upon demand.	\$ 333,520	\$ 333,520
Current maturities	-	-
	\$ 333,520	\$ 333,520

**MARGUERITE'S PLACE, INC.**  
NOTES TO FINANCIAL STATEMENTS  
For The Years Ended December 31, 2011 and 2010

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NOTE J. LONG-TERM DEBT (Continued)

The obligations to Nashua include interest at 10% per annum. The interest payment is waived if occupancy requirements are met. The amount of interest that is waived annually is reflected as revenue and expense in the accompanying statements of activities. There are no principal reductions due for the next three years for the \$171,662 loan and six years for the \$161,858 loan, unless there is a violation of the terms of the agreement.

NOTE K. CONCENTRATIONS

Approximately 28% and 27% of public support and revenues were derived from contracts with the Federal and New Hampshire governments in 2011 and in 2010, respectively.

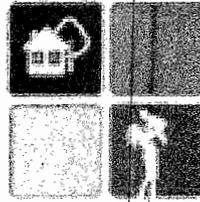
NOTE L. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of December 31, 2011 and 2010, because of the relatively short maturity of these instruments. The carrying value of long-term debt approximated fair value as of December 31, 2011 and 2010, based on current borrowing rates for loans with similar maturities.

The fair value of marketable securities is based on quoted market prices.

NOTE M. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through July 17, 2012, the date that the financial statements were available to be issued.



MARGUERITE'S  
P L A C E

**Mission Statement of Marguerite's Place, Inc.**

**Marguerite's Place, Inc. mission is to provide the physical, emotional, educational, and social support services homeless women with children need to achieve and sustain self sufficiency.**



Marguerite's Place, Inc.

Key Personnel

<u>Name</u>	<u>Job Title</u>	<u>Salary</u>
Barbara A. Alves	Executive Director	\$64,986
Celeste Horan	Child Care Director	\$43,000
Lianne Bower	Director of Operations	\$43,000
To Be Hired	Director of Development & Public Relations	\$40,000
Case Manager	Case Manager	\$29,120

# Kye C. Sims

[REDACTED]  
[REDACTED]

[REDACTED]

**Objective:** To obtain a position that will allow me to utilize the skills that I have acquired through my studies; by providing structure and routine to those who are in need of support throughout their daily living routine. I strive to do this while furthering my education

## Education:

Hesser College, Nashua N.H.

- **Bachelors of Science in Psychology** Completed-2012

Rivier University, Nashua N.H.

- **Masters of Special Education** (*Specialization in Autism Disorder*) Current

## Certifications:

- Early Childhood Education 01/18/03
- CPR/First aid 04/07/10
- Behavior – Positive Guidance Techniques 10/08/09

## Experience:

### Case Manager

Marguerites Place Inc. 12/12 - Current

### Lead Teacher

Marguerites Place Inc. 03/11 – 12/12

### Lead Teacher/ Substitute

Minds in Motion, Nashua, N.H. 01/06 – 03/11

- Providing an enriched learning environment to pre-grade school children by implementing a weekly curriculum plan
- Supervision and assistance in behavioral corrections
- Implementing an organized, well structured, learning environment
- Documentation/reports of accident, incident or injury

### Human Resource Assistant

Facility Services and Systems, Boston, M.A.

- Providing assistance with interviewing prospective employees
- Processing badge applications of newly hired employees

03/04 – 09/04

# Kye C. Sims

107 Elm Street, Dover, NH 03824

11/04 - 07/05

Contact: [REDACTED]

- Verification of prior employment status
- Data entry of billing reports

## Lead Teacher

11/04 – 07/05

01/01 – 04/03

Kindercare Learning Center, Nashua, N.H.

- Providing an enriched learning environment to pre-grade school children by implementing a weekly curriculum plan
- Supervision and assistance in behavioral corrections
- Implementing a organized, well structured, learning environment
- Documentation/reports of accident, incident or injury
- Conducting yearly developmental progress assessment

# BARBARA A. ALVES

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## SUMMARY

Experienced, hands-on chief executive with considerable knowledge in meeting the needs of homeless women with children in their transition for a better future. Excellent interpersonal and written communication skills with capacity to relate effectively with individuals at all levels of an organization. Highly organized, analytical, and decisive with strong problem-solving capabilities.

## DEMONSTRATED COMPETENCIES

Ability to develop, implement and maintain strong working relationships with the Board of Directors through communication and by applying acute listening skills.

Strong spokesperson capable of presenting the agency's mission, goals and objectives to a diverse population of community and business leaders, volunteers, donors and other non-profit agencies through meetings and speaking engagements.

Take-charge professional with exceptional follow-through, attention to detail and ability to oversee projects, as presented by the Board Chair, from conception through successful conclusion.

## PROFESSIONAL EXPERIENCE

MARGUERITE'S PLACE INC./MP HOUSING, Nashua, NH

**President and CEO**

2006-Present

Promote the vision and mission of the agencies first and foremost. Develop programs to implement and achieve objectives of the Strategic Plan. Maintain knowledge of new trends and developments in the areas of housing and on-site child daycare. Provide direction in development of organizational and financial plans and implement as directed by the Board. Fiscally responsible for the annual budget and periodic reporting to the Board of Directors.

MANPOWER, Manchester, NH

**Branch Manager**

2005-2006

Generate new sales and expand business within existing customer base. Mentor and coach staffing specialists in all aspects of the recruitment and staffing business model. Responsible for managing active client accounts and maintaining a high level of customer

service. Monitor and direct efforts of staffing specialists to meet current and anticipated demand.

**COURVILLE at AYNSLEY PLACE, Nashua, NH**  
**Administrator**

1991-2005

Assessed client specific needs and balanced with capacity resources. Provided leadership through strategic planning, staffing, service delivery, financial affairs and program evaluation. Managed and maintained \$2.7M budget achieving annual bonus guidelines each year. Hired, trained and coached a staff of 45 employees. Reported directly to President

**HADCO CORPORATION, Hudson, NH**  
**Human Resource Manager**

1988-1991

Directed multiple functions within a three-shift printed circuit board facility with 200 employees. Managed staff of four. Maintained staffing, compensation and benefits, employee relations training and development programs. Acted as communications liaison to local community.

**TAC/TEMPS, Nashua, NH**  
**Regional Manager**

1985-1988

Managed daily activities of four profit centers within highly competitive temporary personnel employment industry. Recruited, hired and trained staff of fourteen. Implemented strategies to stimulate new market development. Increased gross sales ten-fold within initial year.

**EDUCATION**

**BS Business Administration, UMASS Dartmouth, Dartmouth, MA**  
**Non-Profit Management Certificate, Antioch College, Concord, NH**

**AWARDS AND RECOGNITION**

2002 & 2003 selected as NH delegate, American Health Care Association convention  
2003 Recipient of *STAR Award* presented by NH Health Care Association

**COMMUNITY INVOLVEMENT**

Executive Committee, Greater Nashua Continuum of Care, 2006-Present  
Personnel Advisory Board, Mayoral Appointment, City of Nashua, 1996-Present  
Court Diversion Program, Nashua Youth Council, 1998-Present  
Charter Member, Breakfast Exchange Club of Nashua, 1998-Present  
Big Sister, 1996-Present Big Brother/Big Sisters of Greater Nashua

### Education

**Rivier College, Nashua, NH, Bachelor of Arts, May 2000**

Major: Human Development: Minor: Social Work 3.6 GPA

**Manchester Community College: September 2008-Present:** Enrolled in a "Children with Individual and Special Needs" course.

### Work Experience

**Marguerite's Place, Inc. Nashua, NH, Daycare Director, April 2008-Present:** Supervised and Directed a daycare of 30 children. Evaluated Staff. Worked on policy handbooks. Implemented new policies. Facilitated Staff Meetings. Helped parents fill out eligibility forms. Parenting. Kept track of child care billing. Did public speaking about the organization.

**Marguerite's Place, Inc., Nashua, NH, Infant Teacher, May 2000-April 2008**

Put together and implanted developmentally appropriate activities/projects for children ages 6 weeks-10 years. Communicated with parents during both formal meetings and daily conversation. Wrote developmental reports. Assisted with problem solving due to parent concerns, staffing and child illnesses. Assisted with basic documentation.

**Nashua Soup Kitchen and Shelter, Inc., Nashua, NH, On call shelter staff, February 2006-December 2007**

Men and women's shelters. Conducted intakes. Followed up on Case Management. Assisted clients with basic budgeting and saving. Filled out HMIS documentation with clients. Accomplished basic problem solving with direct client related issues. Basic referrals to other agencies in area. Enforced rules and regulations. Assisted with maintaining client files.

**Jones and Horan Auction Co., Goffstown, NH, Auction Day Help, 2005-present**

Staff table in preview room on auction day. Record bids and bidder numbers during fast-paced auction.

**Rivier College Early Childhood Center, Nashua, NH, Summer Classroom Aide. 1998, 1999**

Assisted with supervising children in Toddler Classroom. Helped to implement activities.

**River College Campus Ministry Office, Nashua, NH, Work Study. 1998, 1999**

On-Campus public speaking. Scheduled Lectors and Eucharistic Ministers. Assisted with publicity by making phone calls, creating and distributing flyers and mailings. Helped plan events. Led prayer services.

### Other Experience

**Dioceses an Catholic Young Adult Team, Manchester NH., Volunteer Leadership Position, 2001-2006**

Put together agendas. Facilitated team meetings. Facilitated event planning and running of events. Assisted with event publicity. Gave talks at conferences or retreats. Put together meeting minutes. Facilitated evaluation of events.

### Certifications and Awards

-Heart Saver First Aid: American Heart Association, February 2007 (to be renewed 02/09)

-Heart Saver CPR: American Heart Association, November 2006 ( to be renewed 11/07)

-Child development conference certificates: Infant/Toddler curriculum, Effects of Domestic Violence, Sign Language with Infants, Child Assault prevention

-Protecting God's Children certificate

-Certificate in ministry with Young Adults, Diocese of Portland Me.

-Nelle L. Holmes scholarship for Peace and Social Justice

### Basic Qualifications

Public speaking. Knowledge of child development. Leadership experience. Basic knowledge of licensing regulations and expectations. Flexibility. Good communication skills. Experience working with clients. Experience working with area agencies. Strong personality. Willingness to learn.

**References available upon request**

**Lianne M. Bower**  
[REDACTED]  
[REDACTED]

## **EDUCATION**

**New Hampshire College**  
now Southern New Hampshire University  
Bachelor of Science, Human Services, 1983

## **EXPERIENCE**

**Marguerite's Place, Nashua, NH**  
June 2003 **Case Manager**

**Fotene's Market, Nashua, NH**  
Sept. **Manager**

2001-  
June 2003

Oversee all aspects of operation of a convenience store, deli and floral business. Manage personnel, responsible for financial accounting/bookkeeping, inventory and supplies, close working relationship with vendors and suppliers. Maintain extensive public contact and community service.

**State of New Hampshire, Department of Health & Human Services,  
Division of Human Services, Concord, NH**

Dec. 1993-  
Aug. 2001

### **Support Enforcement Officer II**

Investigated support violations, established paternity, prepared documents for judicial presentation, appeared at district and superior court to present cases, negotiated payment plans and drafted agreements, collected support payments, monitored collection, represented the Division of Human Services in court and administrative hearings, conducted criminal investigations in cases of an egregious nature, and advised child support staff, recipients and legally liable relatives about federal and state statutes and divisional policy and procedures.

June 1985-  
Dec. 1993

### **Fraud Investigator**

Conducted investigations relating to suspected benefit payment fraud and internal departmental investigations. Questioned suspects, parties and witnesses relating to alleged violations and made recommendations for corrective action. Took sworn statements and depositions for administrative and judicial hearings. Obtained arrest and search warrants necessary to prosecute criminal cases. Examined business, personal and public records relative to such cases. Obtained and served subpoenas, summarized and prepared reports and evidential material for judicial presentation. Prosecuted cases in district court, presented cases before administrative hearing boards, grand juries and tribunals, testified as a witness. Reviewed criminal records to make recommendations on plea bargains and sentences.

Sept. 1977-  
June 1985

**Case Manager**

Interviewed applicants to determine eligibility for services and benefits. Assessed need and referred applicants to agency personnel and to other agencies as appropriate. Maintained record control, determined continuing eligibility. Extensive public contact with applicants, recipients, clients. Visited or contacted physicians, attorneys, court staff or other professionals in conjunction with providing services. Assisted supervisors in orientation and training of staff, reviewed and checked their work, assisted in their performance evaluations. Identified and/or resolved computer system or processing problems for case processing and benefit determination. Assigned and oversaw completion of work for staff in absence of supervisor. Extensive other agency contact to allow for best delivery of benefits or support.

**Londonderry Police Department, Londonderry, NH**  
Jan. 1976-  
Oct. 1980

**Special Officer/Dispatcher**

Performed all duties associated with position. Routine patrol, motor vehicle stops and citations, conducted criminal investigations as assigned, interviewed witnesses and gathered evidence, testified in court, wrote reports for judicial presentation. Also worked as dispatcher, received incoming telephone calls from the public and/or other agencies requesting assistance.